

SOLICITATION, OFFER AND AWARD		THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES
2. CONTRACT NO.	3. SOLICITATION NO. PR-R2-98-10063	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO. PR-R2-98-10063	
7. ISSUED BY (Hand Carried/Courier Address) U.S. EPA Region II Contracts Management Section 290 Broadway, 27th Floor New York, NY 10007		CODE	8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only) U.S. EPA Region II Contracts Management Section 290 Broadway, 27th Floor New York, NY 10007		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand located in item 7 until 02:30 PM local time 10/5/98
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10 All offers are subject to all terms and solicitation.

10. FOR INFORMATION CALL:	A. NAME KEVIN B. WEAVER	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (212) 637-3357
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, deliver the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type c)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER [] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE:
		Environmental Protection Agency Research Triangle Park Financial Management Cntr.(Mail Code MD-32) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE
		(Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice

NSN 7540-01-152-8064

33-134

PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (REV. 4-85)
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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY
CONTRACT (EPAAR 1552.216-73) (APR 1984)

The following fixed rates shall apply for payment purposes for the duration of the contract:

CLIN #	RCMS #	Labor Classification	5 Year Estimated Direct Labor Hours	Year 1 Fixed Hourly Rate	Year 2 Fixed Hourly Rate	Year 3 Fixed Hourly Rate	Year 4 Fixed Hourly Rate	Year 5 Fixed Hourly Rate
0001	5-10-01	Program Manager	750	\$	\$	\$	\$	\$
0002AA	1-05-01	Response Manager						
		-Straight Time	4,700	\$	\$	\$	\$	\$
0002AB	1-05-01	-Overtime	800	\$	\$	\$	\$	\$
0003AA	2-05-01	Heavy Equipment Operator						
		-Straight Time	2,080	\$	\$	\$	\$	\$
0003AB	2-05-01	-Overtime	600	\$	\$	\$	\$	\$
0004AA	2-10-01	Field Clerk/typist						
		-Straight Time	5,850	\$	\$	\$	\$	\$
0004AB	2-10-01	-Overtime	1,290	\$	\$	\$	\$	\$
0005AA	2-03-01	Cleanup Technician						
		-Straight Time	16,650	\$	\$	\$	\$	\$
0005AB	2-03-01	-Overtime	3,170	\$	\$	\$	\$	\$
0006AA	2-20-01	Truck Driver						
		-Straight Time	100	\$	\$	\$	\$	\$
0006AB	2-20-01	-Overtime	20	\$	\$	\$	\$	\$
0007AA	3-07-01	Chemical Technician						
		- Straight Time	1,190	\$	\$	\$	\$	\$
0007AB	3-07-01	-Overtime	250	\$	\$	\$	\$	\$

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0008AA	4-05-01	Chemist/organic						
		-Straight Time	775	\$	\$	\$	\$	\$
0008AB	4-05-01	-Overtime	160	\$	\$	\$	\$	\$
0009AA	4-10-01	Engineer/chemical						
		-Straight Time	450	\$	\$	\$	\$	\$
0009AB	4-10-01	-Overtime	50	\$	\$	\$	\$	\$
0010AA	4-15-01	Engineer/civil						
		-Straight Time	300	\$	\$	\$	\$	\$
0010AB	4-15-01	-Overtime	15	\$	\$	\$	\$	\$
0011AA	4-30-01	Industrial Hygienist/safety						
		-Straight Time	1,100	\$	\$	\$	\$	\$
0011AB	4-30-01	-Overtime	225	\$	\$	\$	\$	\$
0012AA	1-10-01	Foreman						
		-Straight Time	6,190	\$	\$	\$	\$	\$
0012AB	1-10-01	-Overtime	1,315	\$	\$	\$	\$	\$
0013AA	5-20-01	T&D Coordinator						
		-Straight Time	2,350	\$	\$	\$	\$	\$
0013AB	5-20-01	-Overtime	235	\$	\$	\$	\$	\$

Equip. Clin #	Rcms #	Equipment Description	5 Year Estimated Usage In Days	Year 1 Fixed Daily Rate	Year 2 Fixed Daily Rate	Year 3 Fixed Daily Rate	Year 4 Fixed Daily Rate	Year 5 Fixed Daily Rate
0014	1-09-10	Truck-car-passenger	1,650	\$	\$	\$	\$	\$
0015	1-36-10	Truck-pickup-2 Wd	630	\$	\$	\$	\$	\$

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0016	1-36-20	Truck-pickup-4 Wd	45	\$	\$	\$	\$	\$
0017	1-45-20	Truck-stake bed 2 Ton	20	\$	\$	\$	\$	\$
0018	1-54-30	Truck-van-passenger	335	\$	\$	\$	\$	\$
0019	2-10-10	Trailer-cargo-8 Ft	20	\$	\$	\$	\$	\$
0020	2-20-40	Trailer-decon -With Showers	95	\$	\$	\$	\$	\$
0021	2-45-10	Trailer-lowboy- 9 Ton	75	\$	\$	\$	\$	\$
0022	2-45-20	Trailer-lowboy-20 Ton	75	\$	\$	\$	\$	\$
0023	2-50-A1	Trailer-mobile Laboratory	15	\$	\$	\$	\$	\$
0024	2-55-30	Trailer-office - 10' X 60'	1,635	\$	\$	\$	\$	\$
0025	2-60-10	Trailer-emergency Response	35	\$	\$	\$	\$	\$
0026	3-01-10	Heavy Equip. Backhoe	50	\$	\$	\$	\$	\$
0027	3-30-35	Heavy Equip. Excavator Medium	60	\$	\$	\$	\$	\$
0028	3-30-55	Heavy Equip. Excavator Large	35	\$	\$	\$	\$	\$
0029	3-35-14	Heavy Equip. Forklift Rough Terrain 20		\$	\$	\$	\$	\$
0030	3-35-10	Heavy Equip. Forklift Small	40	\$	\$	\$	\$	\$
0031	3-35-12	Heavy Equip. Forklift Large	200	\$	\$	\$	\$	\$
0032	3-45-31	Heavy Equip. Drum Grappler-Hyd 360	100	\$	\$	\$	\$	\$

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0033	3-55-10	Heavy Equip. Loader/Track- 1 cu.yd.	25	\$	\$	\$	\$	\$
0034	3-55-40	Heavy Equip. Loader/Track- 2 cu.yd.	55	\$	\$	\$	\$	\$
0035	3-55-60	Heavy Equip. Loader/Track- 3 cu.yd.	50	\$	\$	\$	\$	\$
0036	3-60-30	Heavy Equip. Loader/Wheel- 2 cu.yd.	40	\$	\$	\$	\$	\$
0037	3-95-10	Heavy Equip. Uni-Loader w/Bucket	25	\$	\$	\$	\$	\$
0038	3-95-45	Heavy Equip. Uni-Loader w/ Backhoe Attach	15	\$	\$	\$	\$	\$
0039	5-01-A1	Safety Monitor-Sulfide Monitor	20	\$	\$	\$	\$	\$
0040	5-01-12	Safety Meter-Explosion/Oxygen	10	\$	\$	\$	\$	\$
0041	5-01-20	Safety Meter-HNU (PID)	80	\$	\$	\$	\$	\$
0042	5-01-25	Safety Meter/Monitor-OVA (FID)	20	\$	\$	\$	\$	\$
0043	5-01-45	Safety Meter/Monitor-Cyanide	15	\$	\$	\$	\$	\$
0044	5-15-10	Radio-Hand held	1,100	\$	\$	\$	\$	\$
0045	7-21-10	Field Equip- Compressor/Air-185 cfm	58	\$	\$	\$	\$	\$
0046	7-23-20	Field Equip-Computer-Portable PC	935	\$	\$	\$	\$	\$
0047	7-23-40	Field Equip-Computer-Printer	25	\$	\$	\$	\$	\$
0048	7-31-10	Field Equip-Copier	615	\$	\$	\$	\$	\$

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0049	7-38-A1	Field Equip-Drum Tipper	25	\$	\$	\$	\$	\$
0050	7-45-10	Field Equip-Facsimile Machine	630	\$	\$	\$	\$	\$
0051	7-51-05	Field Equip-Generator-5 KW	100	\$	\$	\$	\$	\$
0052	7-51-A1	Field Equip-Generator-10 KW	50	\$	\$	\$	\$	\$
0053	7-53-10	Field Equip-Heating Unit	25	\$	\$	\$	\$	\$
0054	7-90-20	Field Equip-Steam Jenny	35	\$	\$	\$	\$	\$
0055	7-93-10	Field Equip- Telephone-Cellular/Mobile	15	\$	\$	\$	\$	\$
0056	7-96-08	Field Equip-Water Laser-Med Pressure	20	\$	\$	\$	\$	\$
0057	8-18-20	Pump-Double Diaphragm-2 Inch	23	\$	\$	\$	\$	\$
0058	8-18-30	Pump-Double Diaphragm-3 Inch	15	\$	\$	\$	\$	\$
0059	8-51-A1	Pump-Submersible-1.5 Inch	15	\$	\$	\$	\$	\$
0060	8-51-10	Pump-Submersible-2 Inch	30	\$	\$	\$	\$	\$
0061	8-54-15	Pump-Trash-3 Inch	17	\$	\$	\$	\$	\$
0062	0-00-01	Other Direct Costs	1 Lot		Not to Exceed	\$3,300,000	total for all 5 years.	
0063	0-00-02	Material Handling Costs	_____%			\$_____	total for all 5 years.	

The rate, or rates, set forth above cover all expenses, including report preparation, clerical support, salaries, profit and all indirect costs such as; overhead and general and administrative expenses.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual delivery orders and accepted by the Project Officer. If work under a deliver order crosses into another period, the Government shall reimburse the Contractor for labor and equipment provided under that deliver order at the rate in effect for the period in which the work is performed. If work under a delivery order extends past the last period of the contract, the last period's rates shall remain in effect for the duration of the delivery order.

Personnel time vouchered shall be only that time expended in a productive effort as specifically ordered by individual delivery orders. Time spent in travel shall not be an allowable direct charge to this contract. Therefore, the contractor shall not bill the government at the fixed rates shown above for time spent in travel. Travel expenses (i.e., transportation costs, per diem, etc.,) are allowable in accordance with clause B.4, (C).

The contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all delivery orders.

B.2 ESTABLISHING FIXED RATES FOR ADDITIONAL ITEMS OF LABOR AND EQUIPMENT

From time to time, the need may arise to add additional items to clause B.1, FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT with fixed rates mutually agreed to between the Contracting Officer and the Contractor. If the contractor provides a labor category or an equipment item for which a fixed rate has not been established, whether or not it is provided from the contractors own resources (i.e. - their employees or owned or long-term leased equipment), or through a third-party subcontract or short-term lease/rental agreement, reimbursement shall be subject to the following conditions:

(1) Provisional rates for labor and equipment may be negotiated by the On-Scene Coordinator (OSC), with the subsequent approval of the Contracting Officer. These rates shall include direct costs, indirect costs, and profit. In emergency situations, provisional rates may be conditionally accepted for a specific delivery order by the OSC, provided that written documentation is forwarded to the Contracting Officer within five (5) calendar days for written Contracting Officer approval. Documentation shall include cost or pricing data supporting the proposed rate(s). For equipment, documentation shall include but is not limited to, the Contractors company-wide equipment usage log and/or a minimum of three quotes/bids as deemed acceptable by the Contracting Officer. The Contractor will receive final approval of such provisionally approved rates ONLY if the Contractor forwards the written documentation as required above. Such provisional rates may be negotiated either on a site by site basis, or on a contract wide basis. Contract wide rates must be negotiated with the Contracting Officer.

(2) If a labor category or equipment item is utilized on a delivery order prior to a fixed rate being negotiated with the Contracting Officer, a provisional rate applicable to only that delivery order or the contract may be assigned and invoiced by the Contractor upon approval by the Contracting Officer. Charges for the item shall be at the applicable

provisional rate(s). If a fixed rate is then negotiated and that rate is different than the provisional rate, the Contractor shall make an appropriate adjustment on his next invoice for the Delivery Order.

(3) Finalizing provisional rates as fixed rates for incorporation into clause B.1 of the contract is subject to the Contracting Officer's approval. The incorporation of additional fixed rates shall not affect the contract ceiling.

B.3 ADJUSTMENT TO FIXED LABOR RATES -- DAVIS BACON ACT

Upon receipt of a delivery order which stipulates that some portion of the work will require the contractor to provide construction labor covered by a General Wage Determination issued under the Davis-Bacon Act (DBA), the contractor shall complete the DBA Worksheet (Attachment No. 1) for each type of construction labor expected to be utilized.

The work sheets shall be submitted to the On-Scene Coordinator (OSC) for concurrence before proceeding with the construction work, except in emergency situations. In emergency situations, the work sheets shall be submitted to the OSC not later than two work days after receipt of the delivery order.

As described in FAR 52.222-8 PAYROLLS AND BASIC RECORDS, paragraph (b)(1), the contractor shall submit to the Contracting Officer, a copy of all payrolls for each week in which any contract work is performed. A copy of the applicable worksheets shall be attached to the payroll copies.

The following procedures will be used:

1. The contractor will ascertain the applicable DBA General Wage Determination based upon the location of the site.
2. The contractor will select DBA labor categories that most closely fit the work to be performed.
3. The contractor shall complete a DBA Worksheet for each labor category and submit them to the OSC for concurrence as to the DBA labor categories selected and the accuracy of the calculations.
4. The OSC will respond within two workdays. If the calculations result in an adjusted fixed labor rate for the delivery order, it shall be entered into the Removal Cost Management System (RCMS).
5. Disagreements between the contractor and the OSC concerning an adjusted fixed labor rate will be forwarded to the Contracting Officer, in writing, for resolution.
6. The adjusted fixed labor rate will only be used on the severable portion of the work defined as construction. The delivery order will be modified by the Contracting Officer to show the adjustment in the hourly rate for each labor category and the contractor shall invoice for the adjustment in accordance with the delivery order.
7. In those instances where an employee is currently paid a wage rate plus fringe benefit that is equal to or exceeds the DBA requirements, there will be no adjustment. However, if any employee is currently being paid a wage rate plus fringe benefit that is less than the DBA requirement, the contractor is responsible for compensating the employee

to at least the DBA required amount.

B.4 FIXED RATES FOR LABOR AND EQUIPMENT, AND OTHER DIRECT COSTS

A. LABOR

(1) The fixed rates for labor and equipment specified in clause B.1 are inclusive of all expenses including, personnel time spent in travel, report preparation, clerical support, salaries, overhead, general and administrative expenses and profit. The "Fixed Hourly Rates" shall be charged for the first 40 hours worked by an employee during any 7-day calendar week.

Overtime rates shall apply for work in excess of 40 hours per any 7 day calendar week except for exempt (salaried) employees. Notwithstanding clause G.3, PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73)(APRIL 84); all overtime work must be approved in advance by the Contracting Officer or the On-Scene coordinator.

(2) Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed.

(3) When an individual employee's normally assigned category of labor is different than the function he is performing during any period of work at a specific site, the rate charged for that employee shall be based on the function that the employee is performing, (i.e., a Chemist who is performing the duties of a Cleanup Technician shall be charged at the fixed rate for a Cleanup Technician during the period of time he or she is performing these duties). The employee must meet the qualifications set forth under this contract for the labor category being performed.

(4) In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe conditions, or some other conditions beyond either the control of the contractor or the control of the Government, EPA will not reimburse the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site.

B. HOLIDAY TIME

The Government recognizes the following listed holidays only:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving day
Memorial Day	Christmas Day
Independence Day	

Notwithstanding the provisions of clause G.3, PAYMENTS--FIXED-RATES SERVICES CONTRACT, all holiday work must be approved in advance by the Contracting Officer or the OSC. The contractor may invoice the Government at the straight time rate if he pays his employees on a straight time basis for work conducted on any of the holidays listed above. If the contractor pays his employees overtime, he may invoice the Government at the overtime rates.

C. TRAVEL

(1) Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulation sub part 31.205-46, TRAVEL COSTS. Travel expenses include costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel in the performance of this contract. Travel expenses are allowable for each employee required on-site if the work site is in excess of a fifty (50) mile radius from the individual's place of employment or residence and time-in-travel status exceeds 10 hours per day. In the performance of necessary travel allocable to a particular delivery order, the Contractor shall use the least expensive means available to the extent consistent with the emergency nature of the required response times of each removal action. Reimbursement of travel expenses by EPA will be consistent with the Federal Travel Regulations (FTR) and subject to the following:

Costs incurred for lodging, meals, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations.

NOTE: The FTRs include a daily ceiling amount that is not to be exceeded. Within that total "daily" amounts, there are two separate ceilings (one for per diem and one for lodging) that also cannot be exceeded. For example, if a city has a daily total allowable travel amount listed at \$100 - consisting of \$75 for lodging and \$25 for meals and incidental expenses (M&IE) - the allowable costs for lodging shall not exceed \$75 and the allowable costs for M&IE shall not exceed \$25. Documentation to support actual costs incurred shall be in accordance with the contractor's established practices; however, notwithstanding the contractor's policy, a receipt is required for an expenditure in excess of \$75.00. Thus, lodging costs will be reimbursed by EPA for only actual costs incurred and paid by the contractor up to the ceiling established in the FTRs. Consistency shall be maintained between the 1900-55s and invoicing procedures for audit verification purposes. The Contractor shall document employee receipt of these allowances.

(2) To the maximum extent practicable consistent with travel requirements, the contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bonafide employees travel that are otherwise reimbursable as a direct cost pursuant to this contract and when use of such rates results in the lowest overall cost. The contractor shall submit requests, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

Nothing in this clause shall authorize transportation, lodging or accommodations, or related services which are not otherwise reimbursable under this contract. Nothing in this clause requires vendors to make available to the contractor city-pair contract fares, other Government discount air fares, or special hotel/motel rates.

D. EQUIPMENT

Equipment rates constitute rental charges to the Government for use of items of equipment. The daily rates listed in clause B.1 are allowable charges for each calendar day or part thereof, that a piece of equipment is assigned to the contract and at the site. Such rates are exclusive of operators and fuel unless otherwise specified. All equipment must

be provided in good working order. Routine maintenance and any repairs necessitated by equipment breakdown or failure shall be accomplished in a timely manner and at the contractor's expense. Thus, no charges shall be made to the Government for repairs, maintenance or labor costs/hours performed on- or off-site.

The daily rate for equipment shall not be an allowable charge to the contract when the equipment is not available for use. Examples of "not available for use" are scheduled maintenance, breakdowns, repairs and time lost awaiting shipment for the convenience of the contractor. The contractor shall pro-rate the daily charge so that the Government is not charged for equipment downtime. For each hour that equipment is in downtime, the daily rate shall be reduced by 1/10th. All equipment usage must be pre-approved by the OSC. Once provided, the Contractor may elect to substitute identical equipment types for what is already on-site at no additional cost to the Government.

When the contractor elects to remove an item of equipment from the site during the period of the delivery order, such removal shall be permitted, subject to the consent of the OSC, provided that the equipment is returned to its location for use when required by the OSC. No charges shall be incurred by the Government while the equipment is off-site.

If after the OSC informs the contractor that equipment is no longer needed at the site and the contractor elects for his own convenience to store the equipment at the site, the equipment shall not be charged to the contract.

The contractor shall coordinate with the OSC to utilize equipment resources in the most cost effective manner. Due consideration shall be given to the known requirements of the removal action in order to reduce equipment idle-time.

Where items of equipment are shared at concurrent or consecutive removal actions between two or more sites on the same day, the contractor shall pro-rate the daily rate based upon the percentage of usage at the individual sites. For purposes of this clause, concurrent and subsequent removal action sites are defined as sites within a 100 mile radius of the original site.

E. OTHER DIRECT COSTS

(1) All other charges determined to be payable under a delivery order on this contract will be treated in accordance with the clause entitled PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73)(APR 84).

(2) The contractor agrees that the following **WILL NOT** be allowable direct costs to the contract or delivery orders:

- Cascade Systems
- Additional SCBA Bottles
- Additional SCBA Tanks
- Full Face Respirators
- Half Face Respirators
- Hard Hats
- Oil, Grease, etc. (necessary for operation of equipment)
- Mileage Surcharge
- Hand Tools (including non-sparking)
- Drum/Barrel Punch (small for sampling)
- Drum Barrel Punch (large for emptying drums or barrels)

Welding Stand
Sampling Tools (i.e. stainless steel pails, pans, and trowel) Portable Eye Wash
Cutting Torch
Chain Saw
Laundry Soap, Bath Soap, and Shampoo.
Maintenance Vehicle/Truck
Barrel Cart
Metal Detector
pH Meter
pH Paper
Trash Bags
Egress Systems
Ladders

Personal Protective Items as follows:

Coveralls
Chemical Resistant Steel Toe and Shank Boots
Long cotton underwear
Fully encapsulating chemical resistant suit
Escape mask
Face shield for hard hat
Nose cup
One or two-piece chemical splash suit
Outer gloves, chemical resistant

F. ADVANCED APPROVAL

Delivery Order costs must be approved in advance by the OSC and costs must be incurred and paid by the contractor as a precondition to Government payment for the following items:

Direct labor, overtime labor, equipment, travel expenses, subcontracts and other direct costs.

B.5 USE OF GALLEY TRAILERS

Approval for the use of galley trailers must be obtained in advance from the Contracting Officer. The costs associated with the use of a galley trailer shall be considered in determining the allowable per diem and other travel costs in accordance with FAR 31.205-46.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 2.

The Contractor shall perform work under this contract only as directed in Delivery Orders issued by the Ordering Officers named in Clause G.1.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (JUN 1996)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related

to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
401 M Street, S.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. **Gopher Access:** gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for *IRM Policy, Standards and Guidance*. **World Wide Web Access:** <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for *IRM Policy, Standards and Guidance*.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (APR 1997)

(a) Executive Order 12873 of October 20, 1993, entitled "Federal Acquisition, Recycling, and Waste Prevention" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory notices (RMANS). THE CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	JAN 1986	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the On-Scene Coordinator is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at the work site.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 MONTHLY PROGRESS REPORT--INDEFINITE DELIVERY/INDEFINITE QUANTITY FIXED-RATE SERVICES CONTRACT (EPAAR 1552.210-74) (SEP 1990) DEVIATION

(a) The contractor shall furnish the below listed copies of a combined monthly technical and financial progress report briefly stating the progress made, including the percentage of the work ordered and completed during the reporting period. Specific discussions shall include difficulties encountered and remedial action taken during the reporting period and anticipated activity during the subsequent reporting period.

(b) The report shall include the following financial information for each delivery order:

- (1) Delivery order number, date and title;
- (2) EPA client organization;
- (3) Period of performance, including explanations for any extensions that may be needed;
- (4) Number of hours, loaded rate applied, and corresponding total dollar amount expended for each employee (by name) within all labor categories employed during the reporting period;
- (5) Cumulative number of hours and corresponding dollar amounts expended to date by labor category;
- (6) Cumulative listing of all invoices submitted including invoice number, date submitted, period of invoice, total amount of invoice, and amount paid;
- (7) Any accumulated charges that have not been invoiced and reasons why they have not been billed;
- (8) Estimated costs and labor hours to be expended during the next reporting period.

(c) The reports shall be submitted to the following addresses on or before the 14th of each month following the first complete calendar month of the contract. Distribute the reports as follows:

<u>Number of Copies</u>	<u>Addresses</u>
1	Project Officer
1	Contracting Officer

Note: This report is only required for months during which activity has occurred under this contract. If no Delivery Orders are active during a month, a report is not required for that month.

F.3 CONTRACTOR DAILY COST REPORT--EPA FORM 1900-55

Content Requirement: Estimated or actual daily cost information on personnel, equipment, material, sample analysis, transportation, disposal, subcontract charges, miscellaneous, travel and subsistence, and other direct costs, using the EPA developed Removal Cost Management Software (RCMS) to generate the EPA Form 1900-55 and the data set forth in this paragraph. The Contractor shall provide this report to the On-Scene Coordinator (OSC) on a daily basis. After completion of the draft EPA Form 1900-55, it shall be reviewed by the Contractor and the OSC, then finalized and signed by the Contractor and the OSC. All estimated costs, sometimes referred to as "awaiting bills" shall be finalized by the Contractor within 30 days after payment of the costs by the Contractor. All invoices shall be generated from the Contractor's accounting system and reconciled on a monthly basis with the RCMS costs.

Copy Distribution:

1. OSC on-site.
2. Contract Payment Center, RTP

Delivery Schedule:

At the end of each work day on-site, or no later than 10:00 AM the following day. This information shall be updated in weekly summaries to reflect actual or corrected cost information using EPA Form 1900-55. The OSC shall review and sign the EPA Form 1900-55s within 24 hours after receipt.

F.4 CERCLA OFF-SITE DISPOSAL REPORT

Contents Requirements: Per the following form entitled CERCLA OFF-SITE DISPOSAL REPORT. Information required for CERCLA Off-Site Waste Management Activities

1. Superfund site name/state/CERCLIS number:

2. Type of action (check two):

<input type="checkbox"/> Removal	<input type="checkbox"/> Remedial
<input type="checkbox"/> Fund-financed	<input type="checkbox"/> Fund-Financed
<input type="checkbox"/> PRP-financed	<input type="checkbox"/> PRP-financed

3. Type (check one) and form (check one) of waste; if more than one type, attach

separate sheet for this and remaining questions for each type:

Type:

- ☐ Solvents
☐ dioxins/furans
☐ cyanides
☐ heavy metals
 (specify metals ☐

☐ acids
☐ PCBs
☐ halogenated organics
☐ other RCRA-listed hazardous
 wastes (specify) ☐

☐ non-hazardous or de-listed
 wastes

Form:

- ☐ wastewater
☐ liquid waste
☐ organic sludge
 (greater than 1%
 total solids)

☐ inorganic sludge
 (less than 1% total
 organic carbon)
☐ solid or solidified
 waste

☐ contaminated soil
 and debris

4. Quantity of waste: ☐ _____
☐ cubic yard (cy)
☐ gallons (gal)
☐ drums
☐ lab packs
☐ tons/lbs
5. Range, average, and/or representative concentrations of the contaminants of concern: _____
6. Pre-treatment of waste before transportation: _____
☐ precipitation
☐ neutralization
☐ solidification
☐ fixation
☐ stabilization
☐ other
7. Receiving RCRA facility name/location/I.D. number/unit(s):

8. Receiving Region _____
9. Receiving Region Off-Site Contact (RROC). (Note - this is the individual designated pursuant to the November 20, 1985 Policy)*
 Name _____ Date _____
10. Date(s) of Shipments _____ Date disposal is completed (date that facility signs manifest for receipt of final shipment) _____.
11. Pre-treatment of waste at site before final treatment or disposal: _____
☐ precipitation
☐ neutralization

- ☐ solidification
- ☐ fixation
- ☐ stabilization

12. Final method of treatment or disposal/unit receiving:_____

- ☐ precipitation
- ☐ neutralization
- ☐ incineration
- ☐ landfill
- ☐ land treatment
- ☐ injection
- ☐ recovery/re-use
- ☐ other

13. If waste was landfilled:

- What disposal cell number or location? _____
- Type of liner in cell? (e.g. PVC, clay, hypalon)_____

14. Cost of activities:

- cost based on treatment/disposal only (no transportation cost)_____
- cost for transportation_____

* The CERCLA responder may find it useful to include the following in Block 15 (RROC), and date that compliance/inspection status was obtained from the RROC.

Copy Distribution:

OSC, (1 copy)

Delivery Schedule:

Report to be completed by the contractor and received by the OSC within ten (10) days after disposal of each waste stream at each site.

F.5 YEAR END REPORT

Content requirements: Summary of the activities performed and planned completion under the contract during the twelve (12) month period being report. The report shall include an assessment of the overall contract program, recommendations for improving the effectiveness of the program, summary of all removal actions taken, including technical and financial information. In addition the report shall contain a cumulative summary of the usage and costs billed for 1) Labor utilized by individual labor category; 2) and 4) miscellaneous subcontracted items.

Copy Distribution:

Project Officer, (1 copy)
Contracting Officer, (1 copy)

Delivery Schedule:

Within thirty (30) days following the end of the period of performance of the contract period.

F.6 WORK REPORT

The Contractor shall provide the following report at the request of the On- Scene Coordinator, Project Officer or Contracting Officer in the format specified by the Ordering Officer in the delivery order.

Content Requirements: Written work report in advance of each day's activities specifying work to be performed and the number and types of personnel, equipment, and materials to be used. This report shall also include any other activities to be performed at the site and work to be accomplished.

Copy Distribution:

OSC, (1 copy)

Delivery Schedule:

In advance of commencing each phase of work on-site.

F.7 SITE PROGRESS REPORT

The Contractor shall provide the following report at the request of the On- Scene Coordinator, Project Officer or Contracting Officer in the format specified by the Ordering Officer in the delivery order.

Content Requirements: Summary, indicating amount of material treated or removed from a site, transportation and disposal methods used, analytical data, and estimated or actual costs to date.

Copy Distribution:

OSC, (1 copy)

Delivery Schedule:

Daily, weekly or bi-weekly progress reports as specified by the OSC.

F.8 OTHER DELIVERABLES

a. QUALITY ASSURANCE PROGRAM PLAN

Content Requirements: A quality assurance program plan in conformance with Attachment No. 5, "Quality Assurance/Quality Control Guidance for Removal Activities" and Attachment No. 6, "EPA Requirements For Quality Assurance Project Plans For Environmental Data Operations".

Copy Distribution:

Project Officer, (1 copy)

Delivery Schedule:

Within fifteen (15) days following award of this contract.

Number of days Governments has for review/approve: Ninety (90) days.

b. PROPERTY ADMINISTRATION PROGRAM PLAN

Note: This plan is only required in the event that Government Furnished Property becomes necessary under this contract. The Contracting Officer will request a Property Administration Program Plan be provided by the contractor at that time.

Content Requirements: The plan shall be in accordance with FAR Part 45 and shall detail the adequacy of the contractor's management to ensure that all Government property acquired under this contract will be properly maintained and accounted for. The plan shall include the following: property administration (PA) program organization and responsibility; and PA procedures for addressing acquisition, receiving, identification, records, movement, storage, protection, loss or damage, utilization, maintenance, inventory, disposal, and contract closure.

Copy Distribution:

Property Administrator, (2 copies)

Delivery Schedule:

Within sixty (60) days of the Contracting Officer's written request.

c. SITE SAFETY PLAN

The Contractor shall provide the following plan at the request of the On- Scene Coordinator, Project Officer or Contracting Officer in the format specified by the Ordering Officer in the delivery order.

Content Requirements: Covers three major areas: (1) the site itself, including any geographic hazards which may exist, (2) the materials and/or chemicals involved, including nature of each (i.e., explosive), exposure, recommendation for level of safety equipment to be used at site as well as personal protection and (3) all emergency services available locally, such as fire department, ambulance and hospitals, with telephone numbers for each.

Copy Distribution:

OSC, (1 copy)

Delivery Schedule:

Report to be received prior to commencing cleanup action for a particular site.

F.9 WORKING FILES (EPAAR 1552.210-75) (APR 1984) DEVIATION

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.10 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by- products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER
PAPER PRODUCTS

AND

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum% Waste Paper
NEWSPRINT			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers			50
Envelopes			50
Form bond including computer			50
paper and carbonless			
Book papers			50
Bond papers			50
Ledger			50
Cover stock			50
Cotton Fiber papers	25		50

TISSUE PRODUCTS:

Toilet tissue	20
Paper towels	40
Paper napkins	30
Facial tissue	5
Doilies	40
Industrial wipes	0

UNBLEACHED PACKAGING:

Corrugated boxes	35
Fiber boxes	35
Brown papers (e.g. bags).....	5

RECYCLED PAPERBOARD:

Recycled paperboard products	80
Pad backing	90

F.11 USE OF DOUBLE-SIDED COPYING IN THE SUBMISSION OF REPORTS (EP 52.210-160) (JUL 1990)

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to reproduce any progress report, draft report or final report in response to this contract.

F.12 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is from THE DATE OF AWARD through 60 MONTHS.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged

Business Utilization (1230C)
401 M Street, S.W.
Washington, D.C. 20460

**G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996)
DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period

of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (APR 1984) DEVIATION

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall not withhold any percent of the amounts due under this paragraph (a).

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition

Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) above and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (1) above; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under (a)(1) above.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the

notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
 Chief, Cost and Rate Negotiation Service Center
 Office of Acquisition Management
 (3802R)
 401 M St., S.W.
 Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
 Period
 Rate
 Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to

the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.6 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)

(a) The contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (b) of this clause to certify; and

(3) Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

Certificate of Indirect Costs

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;

2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation applicable to those contracts;

3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR; and

4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the

contracts to which they are allocated in accordance with applicable acquisition regulations.

Providing false information in connection with any certified indirect cost proposal may lead to substantial criminal penalties, civil liabilities or the imposition of administrative sanctions. Relevant statutes include, among others, 18 U.S.C. 286 (Conspiracy to Defraud), 18 U.S.C. 287 (False Claims), 18 U.S.C. 641 (Theft), 18 U.S.C. 1001 (False Statements), 18 U.S.C. 1343 (Wire Fraud), 31 U.S.C. 3729 (Civil False Claims), and 31 U.S.C. 3801 (Program Fraud). Debarment or suspension may be required under FAR Subpart 9.4 for submittal of a false certificate of indirect costs.

FIRM: _____

SIGNATURE: _____

NAME OF OFFICIAL: _____

TITLE: _____

DATE OF EXECUTION: _____

G.7 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.8 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. Attachment 8 to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs"

provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Program and Cost Accounting Branch
Environmental Protection Agency
Financial Management Division (2733F)
401 M St. S.W.
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Program and Cost Accounting Branch, FMD before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) -
Payments made to the contractor for the specific management
and administration of the contract as a whole. This
includes contract fees except for fees applicable to

individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Program and Cost Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Program and Cost Accounting Branch, FMD.

Annual Allocation Report

Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal

- year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Program and Cost Accounting Branch, FMD at (202) 260-9268.

G.9 SUBCONTRACT CONSENT

(a) The Contractor shall submit the information required by the clause entitled "Subcontracts (Time-And-Material and Labor-Hour Contracts) (FAR 52.244-3) (APR 1985) to the On-Scene Coordinator and obtain consent to subcontract from the On-Scene Coordinator or Contracting Officer in accordance with the following:

<u>DESCRIPTION</u>	<u>ACTION</u>	RESPONSIBLE
		<u>OFFICIAL</u>
Subcontracts under \$250,000 (Except as stated below)	Review & Consent	OSC
Sole Source Subcontracts		
Over \$25,000 (Except	Review	OSC
Transportation and Disposal)	Review & Consent	CO
Sole Source Transportation	Review	OSC
and Disposal over \$250,000	Review & Consent	CO
Innovative and Emerging		
Alternative Technology	Review	OSC
(All Dollar Amounts)	Review & Consent	CO
All Other Actions Over	Review	OSC
\$250,000	Review & Consent	CO

Innovative Alternative Technology is defined as any fully developed technology for which cost or performance information is incomplete, thus hindering routine use at CERCLA sites. An innovative alternative technology may require field testing before it is considered proven and available for routine and/or site specific use. Emerging Alternative Technology is defined as alternative technology in an earlier stage of development than innovative alternative technology, where performance research has not yet successfully passed laboratory or pilot testing.

OSCs have authority to consent to subcontractor selection regardless of the dollar amount in instances where Contracting Officer consent cannot be obtained due to time constraints. Such action requires that a request for the ratification of the Contracting

Officer be submitted to the Contracting Officer within five working days in instances where the action exceeds the authority of the OSC as specified above.

(b) The contractor is required to obtain consent to subcontract for all cost reimbursement, time and material, and labor hour type subcontracts, and for all fixed price subcontracts that either exceed \$25,000 or five percent of the total estimated cost of the prime contract, whichever is less. Subcontract consent is for subcontracted tasks involving "hot zones", all levels, indemnification, conflict of interest or safety training. (For additional review and/or approval for pollution liability indemnification, refer to Sections I and H of this RFP). For the purposes of this clause, a "hot zone" is defined as a site area requiring personal protective equipment at any level. The authority to consent to subcontracts is delineated in paragraph A herein.

(c) In instances where the subcontract exceeds \$25,000 or is of a number of subcontracts with a single subcontractor for the same or related supplies or services that in the aggregate are expected to exceed \$25,000, the Contractor shall provide in Block 23 of the EPA Form 1900-55 (or as an attachment thereto) prepared for the day on which the consent for the subcontract is given, information on how the subcontractor was selected and the competition obtained. For noncompetitive subcontracts, the Contractor shall provide a sole source justification which states why there is only one source and what efforts were made to obtain competition. A copy of the information upon which the subcontractor selection was made and/or the sole source justification must be attached to the Contracting Officer's copy of the EPA Form 1900-55.

(d) The following are designated as "Team Subcontractors" with rates established in the contract:

Additional team subcontractors may be approved in writing only by the Contracting Officer.

(E) Subcontract consent given under this clause:

(1) Subcontract consent given under this clause is conditional upon the prime contractor providing the information required by Part 44 of the FAR to support the proposed subcontract;

(2) A copy of the signed subcontract shall be sent to the reviewing and consenting official(s);

(3) EPA consent to the subcontract does not relieve the prime contractor or any obligations or responsibilities under the prime contract;

(4) EPA consent to the subcontract does not create any obligation for EPA relative to the subcontractor;

(5) EPA consent to the subcontract does not create any "privity of contract" between EPA and the subcontractor;

(6) EPA consent to the subcontract does not constitute a determination as to the acceptability of the subcontract price or the allowability of costs;

(7) EPA consent to the subcontract does not constitute approval of the terms and conditions of the subcontract; and

(8) The Contracting Officer will act only in disputes arising under the prime contract, even if a subcontractor is affected by the dispute between EPA and the prime contractor.

G.10 EMERGENCY AND RAPID RESPONSE SERVICES--INVOICE REQUIREMENTS

(A) Notwithstanding the requirements of the clause in Section G entitled, SUBMISSION OF INVOICES (EPAAR 1552.232.70), separate invoices must be submitted for each delivery order issued under this contract. Billings for adjustments due to the Non-Site Specific Allocation requirements that are required by December 31 of each year and/or within 90 days of contract expiration (see Attachment No.8) shall be submitted on the following monthly invoices. Invoices for payment shall be submitted in an original and four (4) copies, distributed in accordance with the instructions set-forth in Paragraph C below, and shall include the contract number, order number, accounting and appropriation data as set forth in each delivery order, description of services, and amount of payment requested. Each invoice submitted for a particular delivery order shall be numbered consecutively.

(b) In addition to the special requirements described in Paragraph D below, all invoices for payment under any delivery order shall be accompanied by a summary of charges claimed by major category: labor, equipment, sampling/analysis, transportation, disposal, travel and subsistence, materials, subcontracts and any other charges. Invoices must be broken down further as follows:

(1) Each invoice shall contain a "Summary Report" which will give current and cumulative totals listed by major category as shown above.

(2) A "Project Daily Summary" is to be included with each invoice. This portion of the invoice shall list the charges for each major category recorded by date with daily totals and separately show charges for each corporate entity providing cleanup services on the site. Charges incurred off-site must be clearly identified.

(3) Invoices are to include "Project Daily Detail Sheets" with each line item listed, giving a description, source of item, quantity, unit of measure, dollar rate, and total for the day. There shall be a subtotal for each major category and a total of charges for that day. The "Project Daily Detail Sheets" should be consistent with EPA Form 1900-55s prepared each day. Differences between the "Project Daily Detail Sheets" and EPA Form 1900-55s must be explained fully by individual line item.

EXCEPTION: Where only maintenance activity is occurring at a site (e.g. bottled water, site security, etc.), a monthly EPA Form 1900-55 may be submitted in lieu of the Project Daily Summary and the Project Daily Detail Sheets.

(4) An Other Direct Cost/Subcontract Log shall be included with the invoice and shall itemize all items purchased and/or provided at cost. Subcontract services provided at fixed rates listed in Section B of the contract should be excluded.

(5) Copies of hotel receipts are required to be submitted by the contractor along with monthly invoices. Lack of hotel receipts shall result in the suspension of unsupported amounts.

(6) An "Equipment Usage Log" shall be included with each invoice giving the dates

that each piece of equipment was utilized during that billing period. The log shall include the source and unique identification number (e.g. serial number) for those equipment items billed at fixed rates as identified in Section B of the contract and for those other items of equipment for which provisional rates have been established in anticipation of fixed rates being negotiated into the contract or delivery order. Items using proposed provisional rates must be clearly identified.

c) Distribution shall be as follows:

(1) The original and two (2) copies of each invoice to the Finance Office specified in block 25 of page 2 of this contract.

(2) Two (2) copies of each invoice to the ERRS Project Officer. One (1) copy of the invoice shall be accompanied by readable copies of the Contractor Daily Cost Reports (RCMS generated Form 1900-55) required under clause entitled "Reports of Work" and other documentation (sales receipts, charge tickets, invoices, (etc.) to substantiate all costs for which reimbursement is requested. This copy shall include, on the reverse side or in an attachment thereto, the following statements:

CONTRACTOR CERTIFICATION

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

DATE

Name and Title of Signer With
Authority to Bind the Company

ON-SCENE COORDINATOR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

DATE

On-Scene Coordinator

(3) One (1) copy of each invoice to the address shown below. This copy shall be accompanied by readable copies of the Reports of Dailey Services required under "Reports of Work" and other documentation (sales receipts, charge tickets, invoices, etc.) To substantiate all costs for which reimbursement is requested.

U.S. Environmental Protection Agency
Contracts Management Section
290 Broadway, 27th Floor
New York, New York 10007-1866

G.11 SUBCONTRACTOR SELECTION PROCEDURES

The Contractor shall select subcontractors for construction management, architectural and engineering, surveying and mapping, and related services in accordance with Title IX of the Property and Administrative Services Act of 1949. Such procedures are required by Section 119 of the Superfund Amendments and Reauthorization Act of 1986 in support of the Superfund program.

G.12 URGENT REQUIREMENTS

The Contractor is required to respond within the time limits specified in Attachment No. 2. In the event that there exists a bona fide urgent need for immediate services in a time frame which is less than the time limits specified in Attachment No. 2, Statement of Work, the Government reserves the exclusive right to make other arrangements for those services until such time can arrive on scene and take responsibility for the cleanup.

In such a situation, the Ordering Officer shall verbally contact the Contractor to determine how fast a response can be made. If the Contractor agrees to respond within a shorter time than that specified in Attachment No.2, such lesser time shall then constitute the required response time for that individual delivery order.

Regardless of whether or not the Contractor indicates that it can respond in less than the minimum required time, if the response time offered by the Contractor does not meet the needs of the Government, the Ordering Officer has the exclusive authority to contract with another party to perform the initial services determined to be necessary to mitigate a threat to the public health and welfare. When the Contractor's personnel arrive on scene, arrangements shall be made with the On-Scene Coordinator for an orderly transition of responsibility. The Contractor may elect to subcontract any or all of the remainder of the cleanup services at that site to the party which has already commenced the work. In any event, however, it shall be mutually agreed upon between the Contractor's representative and the OSC as to when the Contractor shall begin performance at that site.

G.13 POST-AWARD CONFERENCE

A post-award conference shall be held within thirty (30) calendar days after contract award to;(1)achieve a clear mutual understanding of all contract requirements and, (2) to identify and resolve potential problems. Attendance will be required by representatives of the Contractor and the Environmental Protection Agency.

G.14 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER

A Financial Administrative Contracting Officer (FACO), normally located in the Cost & Rate Negotiation Service Center, Office of Acquisition Management shall be responsible for performing certain post-award functions related to the financial aspects of this contract. These functions include the following duties:

Review the contractor's compensation structure and insurance plan.

Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.

Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.

Prepare findings of fact and issue decisions related to financial matters under the Disputes clause.

In connection with Cost Accounting Standards,

determine the adequacy of the contractor's disclosure statements;

determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;

determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and

negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.

Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system. Perform surveillance resolve issues and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications. Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

The FACO shall consult with the Contracting Officer whenever necessary or appropriate and shall forward a copy of all agreements/decisions to the Contracting Officer upon execution.

The FACO for this contract is: **TO BE IDENTIFIED AFTER AWARD.**

US Environmental Protection Agency
Office of Acquisition Management
Cost & Rate Negotiation Service Center
410 M Street, SW
Washington, DC 20460
Telephone:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use

recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or

misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.3 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.4 LIMITATION OF FUTURE CONTRACTING (EPAAR 1552.209-74) (MAR 1997) ALTERNATE I (MAR 1997) DEVIATION

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that

solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the delivery order or tasking document and for a period of five (5) years after the completion of the delivery order or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide any Technical Assistance Team (TAT) type activities (e.g., TAT and Superfund Technical Assessment & Response Team START contracts) to EPA within the Contractor's Time Critical Rapid Response (TCRR) assigned geographical area(s), either as a prime contractor, subcontractor, or consultant.

(2) It will not provide any Technical Assistance Team (TAT) type activities (e.g., TAT contracts) to EPA as a prime contractor, subcontractor or consultant at a site where it has performed or plans to perform TCRR work.

(3) It will be ineligible for award of TAT type activities contracts for sites within its respective TCRR assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (g), unless otherwise authorized by the Contracting Officer. The Contractor may request

in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.5 DELIVERY ORDER CONFLICT OF INTEREST CERTIFICATION

Within 20 days of receipt of the Delivery Order, the contractor shall provide the Contracting Officer with a conflict of interest certification. Where delivery orders are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first delivery order for that site. For all subsequent work on that site, the contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification, the contractor must certify, to the best of the contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the contractor must certify that its personnel who perform work under this delivery order or relating to this delivery order, have been informed of their obligations to report personal and organizational conflicts of interest to the contractor. The certification shall also include a statement that the contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this delivery order or other work relating to this site.

H.6 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in

performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.7 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.8 MENTOR-PROTEGE PROGRAM (EP 52.219-135) (SEP 1994)

(a) The Contractor has been approved to participate in the EPA Mentor-Protege program. The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDB's and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts.

(b) The Contractor shall submit an executed Mentor-Protege agreement to the Contracting Officer, with a copy to the Office of Small and Disadvantaged Business Utilization or the Small Business Specialist, within thirty (30) calendar days after the effective date of the contract. The Contracting Officer will notify the Contractor within thirty (30) calendar days from its submission if the agreement is not accepted.

(c) The Contractor as a Mentor under the Program agrees to fulfill the terms of its agreement(s) with the Protege firm(s).

(d) If the Contractor or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement, the Contractor shall promptly give notice of the suspension or debarment to the Office of Small and Disadvantaged Business Utilization and the Contracting Officer.

(e) Costs incurred by the Contractor in fulfilling their agreement(s) with the Protege firm(s) are not reimbursable on a direct basis to the contract.

(f) In an attachment to Standard Form 294, Subcontracts Report for Individual Contracts, the Contractor shall report on the progress made under their Mentor-Protege agreement(s),

providing:

(1) The number of agreements in effect; and

(2) The progress in achieving the developmental assistance objectives under each agreement, including whether the objectives of the agreement have been met, problem areas encountered, and any other appropriate information.

H.9 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.10 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

H.11 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.12 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR

Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.13 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.14 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.15 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION

The following applies to all tasks requiring the contractor to have access to confidential business information (CBI):

The contractor shall not have access to CBI submitted to the EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR Part 2, including providing, where necessary, prior notice to the submitter of disclosure to the contractor.

H.16 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance by the Contractor and/or any subcontractors, shall be considered confidential and shall not be disclosed to anyone other than Environmental Protection Agency employees or to the Department of Justice without the prior written approval of the On-Scene Coordinator. Nor shall any such data be used for any other purpose except in connection with this contract. Any such data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

H.17 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.18 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager
Response Managers

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.19 PUBLICITY (EPAAR 1552.237-74) (APR 1984)

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media

regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

H.20 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.21 DECONTAMINATION OF CONTRACTOR PROVIDED EQUIPMENT

With regard to equipment provided by the Contractor, the On-Scene Coordinator (OSC) or other Federal Official may direct that such equipment be decontaminated either at the site of the removal or at the contractor's facilities. Labor charges and charges for decontamination equipment (equipment used to decontaminate other equipment) for decontamination efforts directed by the Government will be considered allowable charges under this contract and will be paid in accordance with the applicable rate(s) specified in Clause B.1. Charges for the equipment while it is being decontaminated will not be allowable charges under this contract. If the OSC directs any portion of the decontamination process to be performed at the contractor's facilities, a reasonable charge for the decontamination labor and decontamination equipment not to exceed one day shall be allowed for the time equipment is being decontaminated. Expenses for additional decontamination efforts not authorized by the OSC shall be borne by the Contractor.

H.22 ACCESS RIGHTS AND ACCESS AGREEMENTS

The government, with assistance and cooperation from the contractor, shall obtain access rights and access agreement as necessary to fulfill the requirements of the contract.

H.23 SALVAGEABLE PRODUCTS

Salvageable products, and the proceeds derived from them, may become the property of the Government if materials recovered from clean-up and containment operations are salvageable. The Government may elect to have the contractor transport such recovered materials to an appropriate facility or directly to a commercial salvage company. If the Government elects to deliver recovered materials to a commercial salvage company, the contractor shall obtain receipts for payment and these payments shall be applied as a credit to the contract. If the balance of allowable contract costs is less than the credit for recovered materials, the contractor shall reimburse the Government for the difference.

H.24 HEALTH AND SAFETY

The nature of the work to be performed under this contract is inherently hazardous. The Contractor is responsible for the safety of its employees and subcontractor employees on-site. However, the On-Scene Coordinator (OSC) has the authority to establish the standards of safety for all individuals on-site at any time. The Contractor shall ensure that all contractor personnel working at the site are in compliance with EPA, OSHA, State and minimum standards as specified by the OSC. The required level of protection may be specified by the OSC. (Table I of Attachment No.1 specifies the definitions of each level of protection.) An OSC's determination of the required level of protection at all times

shall be considered final, and shall not be subject to the "Disputes" clause of this contract.

If the Contractor has a dispute with respect to health and safety, which cannot be resolved between the OSC, or other designated Federal officials and the contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Officer and to the Contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, NJ, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolution process, the contractor may not delay implementation of an OSC directive pertaining to health and safety.

When a specific site safety plan is required as part of a delivery order to be developed by the Contractor, such plan shall be submitted to the OSC for review and approval prior to commencing work. Upon receipt of the OSC's approval, the Contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been directed by the OSC. If a safety plan is provided by the Government, the Contractor agrees to follow such plan unless objections are made known to the OSC within twenty-four (24) hours (or less if specified by the delivery order) of its submission to the Contractor. In any event, commencement of cleanup services without notification to the OSC of any objections will be deemed to constitute acceptance of the safety plan.

Notwithstanding the EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements shall not be borne by the EPA.

H.25 AUTHORITY TO TAKE DIRECTION

The Contractor agrees to make whatever arrangements are necessary to ensure that there is someone on-scene at all times with the authority to take direction from the On-Scene Coordinator or his designee and to manage the activities being performed. If work is being performed solely by subcontractor personnel and there is no on-scene presence of a representative from the prime contractor's firm, the Contractor hereby agrees to authorize the subcontractor(s) to take direction and to make decisions on behalf of the prime contractor.

H.26 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA)

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Contractor, for liability under any provision of CERCLA. Furthermore, if the Contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under this contract.

The disclosure of any potential conflicts of interest as required by the "Conflict of Interest" clauses of this contract shall not be construed or interpreted as an admission by the contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the contractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

H.27 USE OF CONTRACTOR-OWNED LABORATORIES AND TREATMENT FACILITIES

The On-Scene Coordinator (OSC), in conjunction with the Contracting Officer, will determine the appropriateness of using contractor-owned laboratories under this contract. Such determinations need to be based on competition, site safety concerns and the potential for an actual or potential conflict of interest on the part of the contractor.

There are certain situations where the use of a contractor-owned laboratory and/or treatment facility would not be appropriate, such as in determining the extent of contamination and/or estimating volumes of material to be disposed. However, under emergency response conditions, there may be instances where real time analytical support services from the contractor-owned laboratories are necessary and do not present a conflict of interest. Situations of this nature would be the real time analysis of unstable waste materials to provide OSCs with the information to protect the public health and environment as well as site personnel.

H.28 SPECIAL PROVISIONS REGARDING TERMINATION OF INDIVIDUAL ORDERS NOTWITHSTANDING THE PROVISIONS OF FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (ALTERNATE IV) (APR 1984)

The Government may terminate individual delivery orders in whole or in part. Due to the emergency nature of the cleanup services to be provided, the following revisions to the "Termination" clause are made and are applicable to individual delivery orders for cleanup services:

Paragraph (a) Section (2) is revised to read:

(2) The Contractor defaults in performing this contract (delivery order) and fails to cure the default within the time specified in the delivery order or cure notice (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes the failure to make progress in the work so as to endanger performance.

Paragraph (h) is revised to read:

(h) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs (except for items for which there is a contract specified fixed-rate) claimed, agreed to, or determined under this clause.

NOTES:

For purposes of this clause, "delivery" of a Notice of Termination (paragraph (b)) is defined to include notice by telephone or in person which is confirmed in writing within five (5) days by the Contracting Officer. If the termination is effected by such oral communication, then the effective date of termination shall be the date of that communication.

H.29 REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES

(a) The contractor is always required to subcontract the off-site treatment, storage, and ultimate disposal of the materials removed from the site. An affiliate, as

defined by the FAR, is considered part of the prime contractor. If the prime contractor or prime-team subcontractors have fixed facilities for hazardous waste treatment, storage, or disposal within the same company, such facilities will not be eligible for use under this contract. These restrictions do not preclude contractor facilities from being utilized under other Superfund contracts.

(b) The contractor is required to subcontract all transportation of oil, petroleum, and hazardous substances removed from the site of the cleanup to an appropriate storage or disposal facility. If the prime contractor has transportation equipment within the same company, such equipment and facilities will not be eligible for use under this contract unless this requirement is waived by prior written approval of the Contracting Officer or as described in (d) below.

(c) The methods selected for off-site transportation and disposal are subject to the verbal consent of the OSC.

(d) The OSC may direct the contractor to perform off-site transportation services up to a ceiling amount of \$10,000 per site when the contractor has available the necessary transportation equipment, labor, and licenses. The OSC must make a written determination that the situation on site clearly demonstrates that it is in the Government's best interest from a timing, price or cost, or other basis to allow the contractor to provide transportation, and the rates to be utilized are acceptable to the OSC.

H.30 DELIVERY ORDERS

(a) Delivery or performance of the cleanup services under this contract shall be made only as authorized by orders issued in accordance with Clause G.1, "Ordering -By Designated Ordering Officers".

(b) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.

(c) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

(d) Cleanup efforts will only be ordered through the issuance of individual Delivery Orders. All Delivery Orders issued will be for the services specified in each Delivery Order, and will be in accordance with the fixed rates specified elsewhere in this contract.

(e) In the event of an emergency, the Ordering Officer may issue a verbal order, to be followed up in writing within forty-eight (48) hours of verbal notification with a confirming written Delivery Order.

(f) The On-Scene Coordinator named in the Delivery Order will be responsible for the technical administration of Delivery Orders placed hereunder. Neither Ordering Officers nor On-Scene Coordinators have authority to modify any provision of this contract. Any request for deviation from the terms of this contract or any Delivery Orders issued hereunder must be submitted to the Contracting Officer for contractual action.

(g) A separate Optional Form 347 or EPA Form 1900-59 will be issued for each Delivery Order. Each Delivery Order will include:

- (1) Date of order.
- (2) Contract Number and order number.
- (3) Item number and description, quantity, and unit price.
- (4) Delivery or performance date.

- (5) Place of delivery or performance (including consignee).
- (6) Packaging, packing, and shipping instructions, if any.
- (7) Accounting and appropriation data.
- (8) Any other pertinent information, such as the time of the order(if issued verbally), name of the On-Scene Coordinator (OSC) responsible for providing technical direction at that site and the required response time.
- (9) Location of the site and the name of the Response Manager assigned by the Contractor.
- (10) The specific Statement of Work related to the cleanup activity covered by the Delivery Order, any "optional" reports required, and any other special technical requirements, instructions or clearances.

(h) The contractor shall acknowledge receipt of each order in writing within (10) calendar days after its issuance date. Such acknowledgment shall be submitted to the Ordering Officer, with a copy forwarded to the Contracting Officer responsible for administration.

(i) Upon receipt of the order, if the Contractor considers the specified completion date to be unreasonable or unrealistic for the required effort, he shall notify the Contracting Officer within five (5) days of receipt of the order or one-half (1/2) of the time specified for performance of the order, (whichever is less) stating why the completion date is considered unrealistic.

(j) The ceiling amount for each Delivery Order will be the ceiling price stated therein, and constitutes the maximum amount for which the Government shall be liable. The Contractor shall not make expenditures or incur obligations in the performance of the order which exceed the specified ceiling amount except at the contractor's own risk. Any increase to the ceiling amount will be authorized in a written modification to the Delivery Order, and will be a unilateral action by the Government.

(k) A standard Form 30 will be used to modify all Delivery Orders, and will be signed by the Contracting Officer and when applicable the Contractor.

H.31 DATA

(A) The Contractor hereby agrees to deliver to the Government within sixty (60) days after completion of the contract period of performance the following documents:

(1) All originals and copies and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information", pursuant to the contract clause entitled "Treatment of Confidential Business Information."

(2) All originals and copies, abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims of Confidentiality".

(3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data-General", which is pertinent to the support the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Project Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in the Contract Clauses of this contract.

(4) Copies of all other types of data, including, but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause entitled ADDITIONAL DATA REQUIREMENTS.

(B) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the contract clause entitled ADDITIONAL DATA REQUIREMENTS, the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

(C) The Contractor shall not be required to turn over or provide to the Government any of the following:

(1) Financial, administrative, cost and pricing and management data, or other information incidental to contract administration, pursuant to the clause entitled "Rights in Data-General". Such financial, cost or pricing data does not refer to site specific cost records which are necessary to substantiate cost recovery actions.

(2) Contractual agreements for supplies or services. (This exclusion does not apply however, to data resulting from such services.)

(3) Contractor and personnel performance ratings and evaluations.

(4) Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.

(D) Upon receipt of all data provided to the Government by the Contractor under paragraph A above, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data.

H.32 STOP WORK ORDER FOR DELIVERY ORDERS

STOP-WORK ORDER clause (FAR 52.242-15) applies to individual delivery orders, as well as, the contract. In addition to the Contracting Officer, Ordering Officers identified in contract clause G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS and On-Scene Coordinators may issue Stop-Work Orders in accordance with this clause. The ninety (90) day period stated in the STOP-WORK ORDER (FAR 52.242-15) clause is hereby reduced to fourteen (14) days when applied to delivery orders.

H.33 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

(A) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION" (FEB 1993) wherein the contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(B) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(C) Accordingly, due to the extended nature of court proceedings and EPA audit

requirements, the contractor shall make available to the Government, and only to the Government, the records described in A and B above and in the Audit Clause for a period of 10 years after final payment under the contract. (See FAR 4.703(b)(1))

(D) In addition, the Contractor shall make available to the Government, and only to the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e. cost recovery) until such appeals, litigation, or claims are disposed of.

(E) The Contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the Contracting Officer or (2) ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the Contracting Officer is obtained. In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(F) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

(G) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

H.34 TESTIMONY

From time to time, the Government may require expert and non-expert witnesses for the preparation of affidavits and depositions and to provide testimony during enforcement proceedings for a given site where the contractor provided services. Such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible and shall, if necessary, be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site.

H.35 REMOVAL COST MANAGEMENT SOFTWARE SYSTEM

(a) The use of EPA's Removal Cost Management Software System (RCMS) is mandatory to prepare and submit EPA Form 1900-55, Daily Cost Summary Reports, during performance under this contract. The software shall not be used to prepare the contractor's invoices.

(b) Minimum hardware requirements for the system are:

- IBM compatible computer (MS-DOS)
- One 5 1/4" floppy disk drive or 3 1/2" diskette
- 4 megabytes of available hard disk space
- 640 k bytes RAM
- parallel printer

(c) Minimum software requirements to use the system are:

- MS-DOS Version 5.0 or higher

(d) Initial contractor training of the use of this system will be provided by the EPA.

(e) The cost of this system shall not be reimbursable as a direct cost under this contract.

(f) Contractor will be required to provide archive disks for each delivery order on a monthly basis to the Project Officer.

(g) Current archive disks covering the invoice period must be submitted to the On-Scene Coordinator with the invoices. All charges on the invoices must also appear on the accompanying EPA Form 1900-55s.

(h) Final archive disk(s) shall be forwarded to the Project Officer within 30 days of the completion of work at the site.

Note: All invoices must be generated directly from the contractor's accounting system. The contractor is prohibited from utilizing RCMS data in the preparation of their invoices.

H.36 PUBLIC COMMUNICATION

The contractor shall not represent itself as the EPA to outside parties. To maintain public trust, the contractor shall, when communicating with outside parties, explain that they are an Agency contractor.

H.37 PAYROLLS AND BASIC RECORDS

(a) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the contract work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(b) The records to be maintained under paragraph (a) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by the Contracting Officer or the Department of Labor or their authorized representatives. The Contractor and subcontractors will permit such representatives to interview employees during working hours on the job.

(c) The Contractor shall insert paragraphs (a) through (c) of this clause in all subcontracts, and shall require their inclusion in all subcontracts at any tier.

THE FOLLOWING FOUR SECTION H CLAUSES APPLY TO DELIVERY ORDERS THAT REQUIRE THE CONTRACTOR TO PERFORM "CONSTRUCTION" AS DEFINED IN FAR Part 36, Subpart 36.102:

H.38 DAVIS-BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION BY DELIVERY ORDER

Each Delivery Order issued under this contract will be subject to either DBA or SCA prevailing wage rates or both as determined by the Secretary of Labor. The contractor shall segregate by Delivery Order those portions of the effort specifically related to DBA

and SCA and determine wage rates by labor category classification accordingly. The On-Scene Coordinator (OSC) together with the contractor will be responsible for ensuring compliance with the appropriate wage determination. Should there be a question or dispute relating to what segment of the work falls within DBA versus SCA wage classifications, the Contracting Officer will make the final determination.

H.39 SCHEDULE FOR DBA WAGE DETERMINATIONS

In compliance with DBA regulations, the Contracting Officer has designed the use of the "Heavy and Highway Project Wage Determination Schedule" as the appropriate construction type schedule for use when applying DBA wages to labor classifications/categories under this contract. The schedules are listed by state and are found in Attachment No.12. Any deviations from the use of this Schedule or need for the issuance an additional classification/category shall require prior Contracting Officer's approval in accordance with FAR clause 52.222-6, Davis Bacon Act.

H.40 PERFORMANCE BONDS

The Miller Act applies to substantial and segregable construction exceeding \$25,000 under this contract. The contractor shall furnish performance bonds with the United States named as the obligee in amounts to be specified by the contracting officer. Bonds shall be provided by the prime contractor at the delivery order level. With the consent of the contracting officer, the performance bond may be provided by the subcontractor. In all cases, the contracting officer may determine that the dollar amount of the Miller Act performance bond shall be "zero".

H.41 PAYMENT BONDS

The contractor shall furnish payment bonds at the delivery order level with the United States named as the obligee for the performance of work under this contract. The prime contractor is further required to flow the payment bond requirement down to all subcontractors whose contracts exceed \$50,000.

The penal sum of the payment bond shall equal:

- (a) 50 percent of the amount of the substantial and segregable construction activity if the construction activity is not more than \$1 million;
- (b) 40 percent of the amount of the substantial and segregable construction activity if the construction activity is more than \$1 million; or
- (c) \$2-1/2 million if the amount of the substantial and segregable construction activity is more than \$5 million.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-1	FEB 1993	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	AUG 1996	AUDIT AND RECORDS--NEGOTIATION
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.219-8	JUN 1997	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS
52.219-9	AUG 1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	OCT 1995	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	AUG 1996	CONVICT LABOR
52.222-4	JUL 1995	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	APR 1998	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE

		YEAR AND OPTION CONTRACTS)
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.225-11	OCT 1996	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-33	AUG 1996	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
52.233-1	OCT 1995	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	AUG 1987	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a),(b),(c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423)(the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

- (1)Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2)Rescind the contract with respect to which--

(i)The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

- (A)Exchanging the information covered by such subsections for anything of value; or
- (B)Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii)The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.4 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

© The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.5 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 10/01/98 through 09/30/2003.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.6 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than _____, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the contract ceiling;

(2) Any order for a combination of items in excess of the contract ceiling;

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.7 REQUIREMENTS (FAR 52.216-21) (OCT 1995) ALTERNATE I (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days beyond the expiration date of the contract.

I.8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage	Fringe Benefits
Cleanup Technician	\$11.00	\$2.10
Heavy Equipment Operator	\$14.00	\$2.67
General Clerk	\$12.00	\$2.29
Truckdriver	\$12.25	\$2.34
Chemical Technician	\$12.50	\$2.39

I.9 SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (FAR 52.244-3) (OCT 1997)

(a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for furnishing any of the work called for in this contract, except for purchase of raw material or commercial stock items.

(b) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations in subsection 15.404(c)(4)(i) of the Federal Acquisition Regulation (FAR).

(c) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(d) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) of the acceptability of any subcontract terms or conditions,

(2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or

(3) to relieve the Contractor of any responsibility for performing this contract.

I.10 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive

basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.11 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (APR 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.12 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

I.13 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.14 ADDITIONAL CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following clauses pertinent to this Section are hereby incorporated by reference. These clauses apply to delivery orders requiring the performance of work defined by the Federal Acquisition Regulations as "construction".

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.222-6	NOV 1992	DAVIS-BACON ACT
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-9	FEB 1988	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	FEB 1988	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION-DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATE OF ELIGIBILITY

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	DAVIS-BACON ACT WORKSHEET
2	EMERGENCY AND RAPID RESPONSE SERVICES FOR SITES LOCATED IN PUERTO RICO & THE U.S. VIRGIN ISLANDS
3	EQUIPMENT SPECIFICATIONS
4	PERSONNEL QUALIFICATIONS
5	QUALITY ASSURANCE/QUALITY CONTROL GUIDANCE FOR REMOVAL ACTIVITIES, INTERIM FINAL, OSWER DIRECTIVE 9360.4-01 (APRIL 1990)
6	EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLAN FOR ENVIRONMENTAL DATA OPERATIONS
7	THE OFF-SITE DISPOSAL RULE
8	INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE SPECIFIC COSTS
9	MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLAN
10	INSTRUCTIONS FOR PERPARING SMALL AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN
11	DEPARTMENT OF LABOR (DOL) WAGE DETERMINATION (WD) 94-2461, Rev. 10 dated 06/01/98 and 94-2553 Rev. 7 dated 06/01/98.
12	PAST PERFORMANCE QUESTIONNAIRE
13	CLIENT AUTHORIZATION LETTER

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (JUN 1997)

(a) Definitions.

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN: has been applied for.

☐ TIN: is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state or local government;

☐ Other. State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship;

☐ Partnership;

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent;

Name _____

TIN _____

K.3 WOMEN-OWNED BUSINESS (FAR 52.204-5) (OCT 1995)

(a) Representation. The offeror represents that it __ is, __ is not a women-owned business concern.

(b) Definition. "Women-Owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any

publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the

Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-4) (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as **G** an individual, **G** a partnership, **G** a nonprofit organization, **G** a joint venture, or **G** a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as **G** an individual, **G** a partnership, **G** a nonprofit organization, **G** a joint venture, or **G** a corporation, registered for business in (country) _____.

K.6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, **G** intends, **G** does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance	Name and Address of Owner
(Street Address, City,	and Operator of the Plant
State, County, Zip Code)	or Facility if Other than
	Offeror or Respondent

K.7 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 1998)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8744 Facilities Support Management Services.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) *Definitions.* Joint Venture, for purposes of a small disadvantaged business(SDB)

set-aside or price evaluation preference(as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern-

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.8 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS
DEMONSTRATION PROGRAM (FAR 52.219-19) (JAN 1997)**

(a) Definition.

" Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

The Offeror [] is, [] is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<u>No. of Employees</u>	<u>Avg. Annual Gross Revenue</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

K.9 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE
SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF
NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this

contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.14 BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FAR 52.225-8) (JAN 1994)

(a) The offeror hereby certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements --Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(b) Excluded End Products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products,

NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(1) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(2) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation.

K.15 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (APR 1998)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement.

The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.16 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.17 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76) (APR 1984)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data

currently on file at EPA or update all outdated information on file.

(a) Contractor's Name:

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):
.....

(c) Telephone Number:

(d) Individual(s) to contact re this proposal:
.....

(e) Cognizant Government:

Audit Agency:

Address:

Auditor:

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime
contracts and subcontracts: \$.....

Government fixed-price prime contracts
and subcontracts: \$.....

Commercial Sales: \$.....

Total Sales: \$.....

(2) Total Sales for first and second fiscal years immediately preceding last
completed fiscal year.

Total Sales for First Preceding Fiscal Year \$.....

Total Sales for Second Preceding Fiscal Year \$.....

(g) Is company a separate rate entity or division?

.....

If a division or subsidiary corporation, name parent company:

.....

(h) Date Company Organized:

(i) Manpower:

Total Employees:

Direct:

Indirect:

Standard Work Week (Hours):

(j) Commercial Products:

.....

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

Actual Cost	Estimated/ Cost	Standard
Estimating System		
Job Order
Process
Accumulating System		
Job Order
Process

Has your cost estimating system been approved by any Government agency?

Yes No

If yes, give name and location of agency:

.....

Has your cost accumulation system been approved by any Government agency?

Yes No

If yes, give name and address of agency:

.....

(m) What is your fiscal year period? (Give month-to-month dates):

.....

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis of Allocation
Fringe Benefits
Overhead
G&A Expense
Other

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes No

If yes, name and location of the Government agency:

.....

Date of last preaward audit review by a Government agency: .

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:

Accounting Department

Contracting Department

Other

(describe).

(p) Has system of control of Government property been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

(q) Purchasing System:

FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$10 million (annual billings) during the next twelve months. The \$10 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

Period of Approval:

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$10 million threshold?

Yes No

If you respond yes to the \$10 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes No

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency.....

.....

Are your purchasing policies and procedures written?

Yes No

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes No

K.18 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.19 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature:_____

Title :_____

Date :_____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	APR 1998	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	OCT 1997	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION

L.2 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

See clause L.13, INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS, (b) Cost or pricing proposal instructions.

L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a Requirements contract resulting from this solicitation.

L.4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Kevin B. Weaver

Hand-Carried Address:

U.S. EPA Region II
290 Broadway, 27th Floor

New York, NY 10007-1866

Mailing Address:

U.S. EPA Region II
290 Broadway, 27th Floor
New York, NY 10007-1866

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

L.6 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

L.7 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984) DEVIATION

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.8 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of March 1, 1998.

L.9 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION

NOTE: As stated in FAR clause 52.215-1(f)(4), "The Government intends to evaluate

proposals and award a contract without discussions with offerors(except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions:

The offeror shall include a table of contents and a brief executive summary describing the highlights of the proposal. Technical proposals must be submitted in an original and five (5) copies. Offerors shall submit their proposals in a format which follows the topics identified in the Technical Evaluation Criteria (see clause M.3 "Evaluation Factors for Award"). Offerors are strongly encouraged to prepare their proposals as succinctly as possible. There will not be a suggested page limitation on the technical proposal; however, the offeror is advised that the quality of the information is more important than the quantity. Elaborate brochures or other presentations beyond that which is sufficient to present a complete and effective proposal are neither necessary nor desired. Clarity, brevity and logical organization shall be emphasized during proposal preparation.

The proposal should be prepared on standard 8.5" x 11" paper, single spaced, with foldouts as required. If foldout pages are used, they must not exceed 11" x 17". "Two-sided" printing is required. Pages must be numbered consecutively. Type size shall not be less than 12 CPI or 12 point and shall not be printed reduced in size.

A. MANAGEMENT

1. MANAGEMENT APPROACH (5 Points)

Offerors shall address their proposed project organization and procedures for retaining, maintaining, managing and supporting the personnel and equipment listed in Section B. The offeror shall show how these items will be made available (including the mobilization point(s)of response crews and equipment) at any location in Puerto Rico and the U.S. Virgin Islands within the response time limits specified elsewhere in this Request for Proposal (RFP). Offerors should cite recent, relevant corporate experience to demonstrate their ability to provide the response cleanup services, on-site, within the response time limits.

Offerors shall describe their management structure for managing all work and coordinating all activities with the EPA.

Offeror shall describe their approach for identifying and conducting training for in-house and subcontractor personnel.

The offeror shall present a corporate health and safety program for protecting all employees working on this contract and its approach for implementing the program. The offeror shall demonstrate how the program will affect the number of personnel on scene, given OSHA requirements for initial entry and for temperature extremes.

Offerors shall describe their method for ensuring that all storage, transportation, treatment and disposal of hazardous waste are accomplished in a manner that meets all applicable federal, state, and local safety and environmental laws and regulations .

2. COST CONTROL (5 Points)

Offerors shall describe how their financial information system is capable of tracking, reporting and invoicing all expenditures of labor, equipment and materials by site.

Offerors shall describe the cost control procedures they propose to use during removal activities, including the preparation of EPA Form 1900-55, Contractor Daily Cost Reports as described in clause F.4 and purchasing of materials. The offeror shall also describe procedures for identifying, reviewing and reconciling all cost variances between its cost accounting and invoicing system and the EPA Form 1900-55. Offerors shall present their proposed method for estimating costs during work plan development.

The offeror shall cite recent, direct corporate experience in managing the financial aspects of efforts similar to the SOW, including examples of cost control techniques utilized in these efforts.

3. SUBCONTRACT MANAGEMENT (5 Points)

The offeror shall identify any and all subcontractors proposed as part of the cleanup services and delineate their roles and responsibilities. The offeror shall demonstrate how these subcontractors will be effectively incorporated into the overall project organization.

The offeror shall demonstrate it's competence to perform subcontractor management including, how subcontractors will be located, competed, selected and managed throughout the life of the subcontract. Offerors shall demonstrate their working arrangement (e.g., letters of credit, basic ordering agreements, etc.) with providers of cleanup equipment, materials, and services including security, drilling, fencing, testing, transportation and disposal.

4. EQUIPMENT (5 Points)

Offerors must demonstrate that they can provide sufficient quantities of all the response equipment and materials listed in Section B to perform cleanup services for, at a minimum, three (3) concurrent removal actions in Puerto Rico and the U.S. Virgin Islands.

Offerors shall demonstrate how they will comply with state and local transportation permits and labeling regulations required for transporting response vehicles and equipment (e.g., height and weight restrictions, reagent labeling and any other requirements).

5. REGULATORY COMPLIANCE (5 Points)

Offerors will demonstrate their understanding of the "Applicable or Relevant and Appropriate Requirements" (ARAR's) that must be addressed during removals under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Re-authorization Act (SARA). Your discussion should include technical and procedural requirements and contracting and subcontracting requirements. In addition your discussion should include the land disposal restrictions under the Resource Conservation and Recovery Act (RCRA), as amended, and the CERCLA Off-Site Disposal Policy.

6. QUALITY ASSURANCE (5 Points)

Offerors will demonstrate how proposed Quality Assurance procedures will ensure that all

monitoring data obtained under this contract will be of known quality.

The offeror shall submit a detailed outline of a Quality Assurance (QA) program plan which fully describes the commitment of their management for ensuring that all environmental monitoring data obtained under this contract will be of known quality. The offeror shall indicate the expected time requirements from submission of samples to return of analysis reports ("turnaround time").

Offerors submission of sample QA project plans for SAMPLE WORK PLAN 1 and 2, listed in Section D below, shall include a discussion of the following:

QA program organization and responsibility, sampling procedures (references), sampling preservation procedures, sample custody, calibration procedures, analytical procedures, internal quality control checks, frequency documentation, and other factors that may affect the known quality of environmental data.

B. PAST PERFORMANCE INFORMATION (25 Points)

(1) Offerors shall submit the information requested below as part of their proposal for both the offeror and major (over \$250,000) proposed subcontractors. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(2) Offerors shall submit a list of 5 contracts and subcontracts completed in the last 5 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement. The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses which are of similar scope, magnitude, and complexity to that which is detailed in the RFP. Include the following information for each contract and subcontract:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Total contract value.
- (d) Contract type.
- (e) Period of performance.
- (f) Brief description and location of the work.
- (g) Contracting officer and telephone.
- (h) Program manager and telephone.
- (i) Contracting Officer's Technical Representative and telephone.
- (j) List of major (over \$250,000) subcontractors (if applicable).

(3) Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

(4) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded.

(5) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or similar past performance. If an offeror does not indicate whether past performance history exists, the offeror's proposal may be considered ineligible for award.

(6) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Client Authorization Letters should be mailed to individual

references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the Contracting Officer simultaneously with mailing to references.

(7) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(a) Identify the segment of the company (one division or the entire company) which received the award or certification.

(b) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(8) Each offeror will be evaluated on performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, and complexity to this requirement. Past Performance information will be used for both responsibility determinations and as an evaluation factor for award against which offerors' relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. Offerors should demonstrate their application of improved management practices and corrective actions taken to resolve past and present performance problems. The Past Performance Questionnaire identified in Section J will be used to collect this information. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(9) The Contracting Officer will retain the information collected on past performance in the official contract file.

C. PERSONNEL RESOURCES

1. PROGRAM MANAGER (KEY PERSONNEL) (10 Points)

The offeror shall present a description of the persons proposed to fill the position of Program Manager, which shall include alternates. The description shall contain a resume describing his or her education, background, recent technical and management experience, accomplishments and references that meet the requirements of the position as set forth in Attachment 4 of the RFP.

2. RESPONSE MANAGERS (KEY PERSONNEL) (10 Points)

Offerors must demonstrate that they will have sufficient qualified Response Managers to provide cleanup services for, at a minimum, three (3) concurrent removal actions.

Offerors shall provide a resume for each person describing how they meet the requirements of the position as set forth in Attachment 3 of the RFP. Resumes shall describe on-site experience including time frame, name of employer, accomplishments and references. Resumes shall also describe the individual's pertinent on-scene technical experience in managing and supervising cleanup personnel, equipment and material during responses to oil and hazardous substance releases.

Offerors shall clearly demonstrate that the proposed Response Managers would be available to work on this contract if the offeror is selected for award. Offerors must provide the

following information in a "labor availability matrix" - Response Manager category, employee name, employee's current employer (if not currently employed by the offeror), specific months of the year when this person is available, specific percentage when the employee is available to work on the proposed contract, hours in an employee year, current location of each individual as well as any proposed duty-station, years of experience in hazardous substance response and the percentage of hazardous substance response experience actually spent on site.

3. AVAILABILITY OF RESPONSE PERSONNEL (5 Points)

Offerors shall furnish their staffing and recruiting plan for providing sufficient qualified personnel for this contract, including their past recruiting experience. Show how you will maintain the technical expertise of personnel assigned to the contract. Discuss how your staffing plan accommodates normal fluctuating workloads in order to maintain an experienced work force during periods of work build-up and decline.

D. SAMPLE WORK PLANS - (10 Points each - 20 Points Total)

The Offeror shall prepare sample work plans for the two removal scenarios that follow.

Note, no discussions with offerors will be conducted regarding this criteria. Each sample work plan shall describe:

- (1) Your approach to both short and long term responses, including a description of the technical methods, management approach and analytical needs;
- (2) Your labor, equipment and materials and amounts of each required to implement your approach;
- (3) Your site safety plan, including decontamination procedures and emergency procedures;
- (4) Your stabilization, treatment and/or disposal approach and implementation procedures;
- (5) Your subcontracting needs and procedures to solicit and award subcontracts;
- (6) Your cost control procedures;
- (7) Your immediate and ongoing methods of communicating with the On-Scene Coordinator about the approach and progress;
- (8) Any assumptions or inferences you've made;
- (9) Your pertinent experience, briefly.

REMOVAL SCENARIOS:

REMOVAL SCENARIO - OIL:

A hurricane results in damage to the Isla Verde area in Carolina, Puerto Rico. As a result, an abandoned oil storage terminal located on the edge of Laguna La Torrecilla near the Luis Munoz Marin Airport and Puerto Rico Air National Guard base sustained considerable damage. Approximately 400,000 gals. (9,524 bbls.) of #6 fuel oil and 100,000 gals. (2,381 bbls.) Jet-A fuel remains in several above ground storage tanks at the abandoned terminal. Approximately 10,000 gals. (238 bbls.) of #6 fuel oil were spilled from the tanks into Laguna La Torrecilla as a result of hurricane damage. All of the

tanks are structurally damaged and the earthen berm which had surrounded the tanks is no longer completely intact.

Due to the tremendous amounts of rain and flooding caused by the hurricane, the spilled #6 fuel oil was discharged into a mangrove swamp bordering the abandoned oil terminal. The mangrove swamp is adjacent to Laguna La Torrecilla which flows into the Atlantic Ocean northeast of the airport, flows via the Suarez Canal into Laguna San Jose/Laguna Los Corozos and also flows directly into Laguna de Pinones. Laguna San Jose flows into San Juan Bay via the Martin Pena Canal. The Blasina Canal also flows into Laguna La Torrecilla. Mangrove swamps and other environmentally sensitive areas border most of the lagoon areas.

There is no oil spill response equipment staged in the Isla Verde area. As a result of the hurricane, the Luis Munoz Marin Airport will not be open to commercial flights for 24 hours after the ERRS contractor receives the delivery order. However, the Puerto Rico Air National Guard base located adjacent to the airport is operable. The #6 fuel oil spill occurred during the hurricane and it is not known how far the spill has migrated. Although the #6 fuel oil spill is in the U.S. Coast Guard's response jurisdiction, the Coast Guard has requested EPA to cleanup the spill and secure the tanks at the abandoned oil storage terminal.

REMOVAL SCENARIO - PUERTO RICO:

Local authorities have reported open dumping and burning of various materials in an area in the north-central part of Puerto Rico, due west of San Juan. The vast majority of the materials that are being burned appear to be insulated wire materials. Reports from some of the local residents stated that "numerous truck loads of wire masses have been brought deep into the jungle environment and burned." Burned materials, apparently bare wire, have also been transported off-site. This practice has been taking place for a number of years in this remote area. The general population in the area appears to be lower income families.

This area of Puerto Rico is typified by a mountainous, karst type terrain, with numerous sink holes, which serve as a major groundwater recharge mechanism. Ground water is the primary drinking water source. In addition, the site is heavily wooded.

Several areas within the designated site boundaries, approximately 100 acres in size, have been found to contain burn materials such as ash, slag, wire, and other metallic debris. Numerous sink holes have also been identified. Access roads into the site are extremely limited in size and stability. As a result of a year long growing season, vegetation is extremely dense, even in areas that show obvious burn materials. Climatological data over the past 25 years indicates that frequent heavy rainfall events are common, with some individual events depositing 4-10 inches of rainfall in sporadic downpours.

Numerous archeological artifacts have been discovered in the surrounding areas and threatened and endangered species are also known to be located in this tropical environment.

While conducting a preliminary assessment of the site, estimates of the lead contaminated soil were placed at 5000 ^{yds}. Total lead analyses, by XRF instrumentation, was utilized during the assessment stage. TCLP testing and other analyses were not run on the limited number of samples collected. In addition to the known lead contamination, small laboratory size containers and drums containing liquids and solid materials were discovered. A few of the labels on the laboratory size containers were marked with radioactive materials labels. Limited labeling on the estimated 175 drums, indicated flammable and corrosive contents. All drums and laboratory size containers were extremely

weathered, but did have materials in them. Two partially submerged, steel, storage tanks were found near the main entrance to the site. On-site hazard categorization testing has shown that they contain an oil-like material, with PCBs in concentrations greater than 50 ppm.

Based upon the numerous threats to human health and the environment, an immediate removal action is necessary and long term actions are also warranted.

(b) Cost or pricing proposal instructions:

FIXED LABOR RATES:

Offerors shall list fixed hourly rates for all categories of labor and for all periods listed in clause B.1. The fixed rate shall include all expenses including, salary, facilities capital cost of money, if applicable, report preparation, clerical support, profit and all indirect costs such as; overhead and general and administrative expenses. In addition, time in travel is not an allowable direct charge at any time to this contract, therefore, if your company's policy is to pay your employees their salary while they are traveling to and from the site; your fixed hourly rates should include a factor for time spent in travel.

Offerors must list a separate rate for straight time and overtime. If you intend to charge the same rate for any of the listed categories (i.e. straight time, overtime, etc.) that rate must be listed for each category. Offerors must propose a rate for each and every category of labor in order to be considered for award.

The following five categories of labor listed in clause B.1 correspond to the following DOL Wage Determination Occupation Codes and Titles:

<u>Clause B.1</u>	<u>DOL Wage Determination</u>
Heavy Equipment Operator	Heavy Equipment Operator #23440
Cleanup Technician	Laborer #23470
Chemical Technician	Environmental Technician #29090
Field Clerk/Typist	General Clerk IV #01118
Truck Driver	Truck Driver, Tractor-Trailer #36364

The fixed rates for categories of labor covered by the Service Contract Act shall not be escalated for years 2 through 5. Fixed rates for all other categories of labor may be escalated.

FIXED EQUIPMENT RATES:

Offerors shall list fixed daily rates for all categories of equipment for all periods listed in clause B. 1. The offeror shall propose a daily equipment rate that will consist of all costs and profit related to the piece of equipment. Offerors must propose a rate for each and every category of equipment in order to be considered for award. The fixed daily rate shall apply to all equipment whether owned or rented.

OTHER DIRECT COSTS:

Other Direct Costs (ODCs) include all other contract related charges beyond the fixed labor and equipment listed in clause B.1. Such efforts typically include, but are not limited to; subcontracting, materials, and travel and subsistence. See clause L.12.

MATERIAL HANDLING COST:

This is a Time and Materials (T&M) type contract. For the purposes of this contract, all Other Direct Costs (ODCs) are considered "materials". If offerors normally apply a material handling cost (indirect cost) as described in FAR 16.601(b)(2), this material handling cost shall not include costs contained in the fixed rates for labor and equipment. This percentage should be included in your proposal in clause B.1. This material handling cost is subject to full review by the EPA and must conform to the cost principles in FAR Part 31. If proposed, please provide an explanation and support of the rate as part of your price proposal.

GENERAL PRICING PROPOSAL INSTRUCTIONS:

In the event that there is a difference between the proposed unit price (fixed hourly labor rates and/or fixed daily equipment rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly.

Since the estimated quantities are spread over a five (5) year period, the following method shall be used by all offerors to determine the total price of their proposal. Multiply each period's proposed rate by 1/5th the estimated quantity for that line item. Total the five periods to arrive at a total for the line item. The total of line items 0001 through 0061 shall be added to the amount (\$3,300,000) for Other Direct Costs (line item 0062) and any applicable material handling cost (line item 0063). This total will comprise the offeror's price for evaluation purposes.

1. Submit cost or pricing information in your own format.

(i) The contract schedule includes a "Fixed Rates for Services" clause, please provide in your price proposal a schedule duplicating the format in the clause and include your proposed fixed rates per labor and equipment categories for all the contract periods.

(ii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

2. Direct Labor - Indicate which rates have been escalated for periods 2 through 5.

3. Indirect costs - material handling cost.

(i) If your rate has been recently approved, include a copy of the rate agreement.

(ii) Submit supporting documentation for rates which have not been approved or audited.

L.10 PROPOSAL INSTRUCTIONS - COI PLAN AND SMALL BUSINESS SUBCONTRACTING PLAN,

1. Offerors shall submit an Organizational Conflict of Interest Plan in accordance with the instructions contained in Attachment 9. The plan will outline the procedures in place to identify and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address step by step, the

checks and balances in place to detect and report potential or actual COI at the organizational and personal level. The plan shall be evaluated in accordance with the criteria set forth in Section M.3.

2. For purposes of this proposal and preparation of a Subcontracting Plan in accordance with EP 52.219-125 and Attachment 10, the EPA's targets for your subcontracting goals are as follows:

Small Business	30 %	
Small Disadvantaged	15 %	
Women Owned Business		5 %

L.11 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 14 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.12 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.13 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)

For evaluation purposes, offerors shall propose the following amount of Other Direct Costs: \$3,300,000.00

L.14 EVALUATION QUANTITIES--INDEFINITE DELIVERY CONTRACT (EP 52.216-205) (SEP 1984)

To evaluate offer for award purposes, the Government will apply your proposed fixed-prices/rates to the estimated quantities included in the solicitation (and add other direct costs, if applicable). The total evaluated quantities (plus other direct costs) represent the maximum that may be ordered under a resulting contract. This estimate is not a representation by the Government that the estimated quantities will be required or ordered.

L.15 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This procurement is being processed as follows:

- (a) Type of set-aside: No Applicable Set-Aside
- Percent of the set-aside:
- (b) 8(a) Program: Not Applicable

L.16 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

L.17 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.18 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (MAR 1997)

Agency protests shall be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protestor may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in

4 CFR 21.2(a)(3), any subsequent protest to the GAO must be filed within 10 days of knowledge of the Contracting Officer's adverse decision.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (SEP 1996)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (SEP 1996) ALTERNATE III (SEP 1996) DEVIATION

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price, and other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are approximately equal to cost or price.

(b) Technical Evaluation Criteria:

The following Technical Evaluation Criteria will be used to evaluate the technical proposals.

TECHNICAL EVALUATION SUMMARY:

A.	MANAGEMENT	
1.	Management Approach	5 Points
2.	Cost Control	5 Points
3.	Subcontract Management	5 Points
4.	Equipment	5 Points
5.	Regulatory Compliance	5 Points
6.	Quality Assurance	5 Points
B.	PAST PERFORMANCE	25 Points

C. PERSONNEL RESOURCES

- | | |
|---------------------------------------|-----------|
| 1. Program Manager | 10 Points |
| 2. Response Managers | 10 Points |
| 3. Availability of Response Personnel | 5 Points |

D. SAMPLE WORK PLANS 20 Points

Total 100 Points

A. MANAGEMENT**1. Management Approach (5 Points)**

Offerors will be evaluated on the effectiveness of their proposed project organization and procedures for retaining, maintaining, managing and supporting the personnel and equipment listed in Section B for performing the Statement of Work. The offeror's training program, corporate Health and Safety Program, and their methods for ensuring that all work under this contract complies with all applicable federal, State and local safety and environmental laws and regulations, as they apply to the Statement of Work, will also be evaluated.

2. Cost Control (5 Points)

Offerors will be evaluated on their relevant (financial) corporate experience and ability to provide a financial information system capable of planning, estimating, tracking, reporting and invoicing all expenditures of labor, equipment and materials by site. Offerer's will also be evaluated on their procedures for reconciling EPA Form 1900-55s with their financial information system.

3. Subcontract Management (5 Points)

Offerors will be evaluated on the the methods they propose to effectively secure and manage subcontractors and the extent to which their proposed subcontractor utilization can successfully fulfill the requirements of the proposed contract.

4. Equipment (5 Points)

Offerors will be evaluated on how they propose to provide, transport and manage equipment to successfully fulfill the requirements of the proposed contract.

5. Regulatory Compliance (5 Points)

Offerors will be evaluated-on their understanding of the applicable CERCLA, SARA and RCRA regulatory requirements pertaining to the Statement of Work.

6. Quality Assurance (5 Points)

Offerors will be evaluated on their demonstration of how proposed Quality Assurance procedures will ensure that all monitoring data obtained under this contract will be of known quality.

B. PAST PERFORMANCE (25 Points)

Offerors will be evaluated on performance under existing and prior contracts for similar services. The evaluation will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement proposed under this RFP and will include an assessment of the following equally weighted sub-criteria (See

Attachment 12 - Past Performance Questionnaire):

quality of services delivered,
 effectiveness of your management (including subcontractor management),
 the initiative you display in meeting contract requirements,
 timeliness of performance,
 cost control,
 business practices,
 key personnel and response to technical direction; and
 customer satisfaction.

If none of the references respond, an offeror will receive a neutral score. Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

If negative feed back is received from an offeror's reference, the Government will compare the negative response to the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. Negative and/or positive responses will only be revealed to an offeror when holding discussions.

Performance problems uncovered by this assessment that have not been addressed by the offeror will be assumed to still be in existence. The effectiveness of actions taken by the offeror to resolve problems will be used to assess the risk of future performance on the proposed contract.

Offerors with no past contract performance information will receive a "neutral" (not favorable or unfavorable) score for this criteria.

C. PERSONNEL RESOURCES**1. Program Manager (Key Personnel) (10 Points)**

Offerors will be evaluated on the quality and depth of expertise of their Program Managers.

2. Response Managers (Key Personnel) (5 Points each - Total 10 Points)

Offerors will be evaluated on the quality and depth of expertise of their Response Managers and the Offeror's demonstrated ability to provide a sufficient number of qualified Response Managers to perform cleanup services for, at a minimum, three (3) concurrent removal actions.

3. Availability of Response Personnel (Non-Key Personnel) (5 Points)

Offerors will be evaluated on their demonstrated ability to provide sufficient qualified response personnel for, at minimum, three (3) concurrent removal actions in the Region.

D. SAMPLE WORK PLANS (10 Points each - Total 20 Points)

Offerors will be evaluated on their understanding of hazardous substance on-site response situations by describing their proposed managerial and technical approach in dealing with the sample scenarios located in Section L.

EVALUATION OF COST/PRICE

The evaluation methodology described below shall constitute the method used to evaluate an offeror's cost/price for purposes of contract award.

Since the estimated quantities are spread over a five (5) year period, the following method shall be used to determine the total price of a proposal. We will multiply each period's proposed rate by 1/5th the estimated quantity for that line item. We will then total the five periods to arrive at a grand total for the line item. The grand totals of line items 0001 through 0061 shall be added to the amount (\$3,300,000) for Other Direct Costs (line item 0062) and any applicable material handling cost (line item 0063). This total of contract line items 0001 through 0063 will comprise the offeror's price for evaluation purposes.

M.3 EVALUATION OF CONFLICT OF INTEREST PLAN

The Conflict of Interest plan described in Attachment 9 will be evaluated as "acceptable" or "unacceptable." Notwithstanding the evaluation of an offeror with respect to the Technical Evaluation Criteria or the evaluation of an offeror's cost/price, an offeror that submits a Conflict of Interest plan that is ultimately evaluated as "unacceptable" after the completion of negotiations, will not be eligible for contract award.

ATTACHMENT 1

DAVIS-BACON ACT WORKSHEET

DAVIS-BACON ACT (DBA) WORKSHEET

Delivery Order Number: _____, Site Name: _____

1. DBA General Decision Number: _____
State: _____, County or Subdivision: _____
2. DBA Labor Category: _____
Identification Number and Date: _____
3. DBA Compensation requirements (on a per hour basis)
 - (A) Wage Rate: \$ _____
 - (B) Fringe Benefits _____
 - (C) Stated as a flat dollar amount _____
 - (D) Stated as a percentage of wage rate* _____
 - (E) Dollar equivalent of days off** _____
 - (F) Total DBA required compensation: \$ _____
4. Corresponding Personnel Classification CLIN Description: _____
Applicable Fixed Hourly Rate: _____
Contract Year (Period 1, 2, 3, 4, or 5): _____
5. (A) Raw wage component of Fixed Hourly Rate: _____
(B) Fringe Benefit component of Fixed Hourly Rate: _____
(C) Total compensation component of Fixed Hourly Rate: _____
6. (A) DBA Compensation (from 3F above): _____
(B) Less Fixed Hourly rate compensation (from 5C above): _____
(C) Differential (enter -0- if -0- or negative): _____
7. Adjustment to the Fixed Hourly Rate.
Unadjusted Fixed Hourly Rate (from 4 above): _____
Positive differential (6C above): _____
10% of positive differential:*** _____
Adjusted Fixed Hourly Rate: \$ _____

Notes:

* Fringe benefits are sometimes stated as a flat dollar amount and as a percentage of the DBA wage rate. For example, Wage Rate = \$10.00 per hour, Fringe = \$1.50 + 5%. The flat amount is \$1.50 and the percentage amounts to $.05 \times \$10.00 = \0.50 per hour.

** Fringe benefits sometimes include days off for holidays and vacation days. Days off are converted to a dollar equivalent as follows:

Example:

Employee receives 10 holidays and 2 weeks vacation. Total days off = 20 days.
 20 days @ 8 hours/day = 160 hours x DBA hourly wage (use \$10.00 from first note) = \$1,600.
 Hours per year: 52 weeks x 40 hours/week = 2,080 hours.
 Dollar equivalent of days off: $\$1,600 / 2,080 = \0.77 per hour.
 *** The adjustment includes 10% of the positive differential to compensate the contractor for additional; payroll taxes and unemployment premiums required on the differential, which is additional raw wage.

ATTACHMENT 2

EMERGENCY AND RAPID RESPONSE SERVICES FOR SITES LOCATED IN PUERTO RICO & THE U.S. VIRGIN ISLANDS

STATEMENT OF WORK

The contractor shall perform the services described below in Region 2 (Puerto Rico and the U.S. Virgin Islands) for time-critical removals and rapid remedial actions, which include oil, petroleum, and hazardous substance releases. These responses shall be conducted under Section 104 of the "Comprehensive Environmental Response, Compensation and Liability Act of 1980 " (CERCLA) as amended by "Superfund Amendments and Reauthorization Act of 1986 " (SARA), Subtitle I of the "Resource Conservation and Recovery Act" (RCRA) as amended by SARA of 1986, the "Clean Water Act" as amended by the "Oil Pollution Act of 1990." The contractor may also be tasked to support EPA's role under the "Federal Response Plan" in instances of presidential-declared disasters pursuant to the "Robert T. Stafford Disaster Relief and Emergency Assistance Act" (Stafford Act.).

The contractor shall provide all personnel, materials and equipment as listed in Section B of the contract to perform response actions. The contractor shall also provide personnel, materials, and equipment types other than specified in Section B of the contract when deemed necessary by the On-Scene Coordinator to accomplish the response action.

The contractor shall take any action, under the technical direction of the On-Scene Coordinator or Project Officer, that may be required to mitigate or eliminate any hazard or damage to the environment resulting from a release or threat of release of hazardous substances into the environment. All containment and clean-up activities will be conducted in accordance with the National Contingency Plan (40 CFR Part 300).

Designated Ordering Officers listed in the contract Clause G-1 entitled, ORDERING BY DESIGNATED OFFICIALS, will issue delivery orders on a 24 hour basis to a contractor designated, single point-of-contact (Program Manager), to initiate clean-up work. The On-Scene Coordinator will direct (in accordance with the Technical Direction clause of the contract) the execution of the delivery order in conjunction with the contractor's assigned Response Manager for the specific clean-up action.

RESPONSE TIME:

The contractor shall insure that clean-up personnel and equipment are available for the performance of work within 48 hours of receipt of a delivery order, or a longer period if so stated in the delivery order. In the case of emergency response actions, the contractor shall be required to have a Response Manager and Health and Safety Officer on-site within 8 hours of receiving an emergency response notification (verbal delivery order). All required emergency response equipment must arrive on-site within 24 hours of receipt of the emergency response notification. The contractor shall not be precluded from providing these services in less time than the required response time and may be requested, but not required, to provide these services in a shorter response time.

A. Program Manager Responsibilities:

The contractor's Program Manager shall be the single point for coordination with the EPA Contracting Officer and Project Officer and shall be responsible for receiving and implementing all delivery orders issued under this contract.

Specific responsibilities of the contractor's Program Manager shall include the following:

1. Ensure that trained, qualified personnel are provided for response activities and that the Response Managers are provided adequate resources to perform the clean-up activity. The contractor shall maintain communications and coordinate with the EPA Project Officer and Contracting Officer, including reporting problems encountered in performing delivery orders and implementing any special controls specified by EPA.
2. Manage personnel, equipment, and materials specified in Section B of the contract or in individual delivery orders

with limitations specified therein, so that all items are available at any location within the response time limits specified in this Statement of Work. Provide for a 24-hour call center to afford Designated Ordering Officers timely access to clean-up services.

3. Receive, acknowledge and manage the implementation of delivery orders issued by Designated Ordering Officers. Select personnel, equipment, materials and services as specified in the delivery order or included in technical direction issued by the On-Scene Coordinator and provide supervision and administrative support to all Response Managers.
4. Maintain a response-by-response accounting of all costs incurred in accordance with generally accepted accounting principles and contract-specific reporting requirements and control costs at all levels of work. Manage the preparation and submittal of all reports as specified in Section F of the contract.
5. Develop and manage a comprehensive program safety plan to protect all cleanup personnel, including both prime and subcontractors, in contaminated and uncontaminated areas. This plan shall be utilized in the preparation of all site safety plans. The plan shall be flexible to work with other site contractors' safety plans, such that one overall site safety plan, approved by the On-Scene Coordinator, could cover all personnel working on the site. Ensure that all applicable OSHA regulations for worker protection are met by all personnel, including both prime and subcontractors, in contaminated and uncontaminated areas.
6. Develop, implement and manage a quality assurance program that will ensure that all environmental measurements obtained under the contract are of known quality. Develop, implement, and manage a quality assurance project plan for each separate clean-up action in which environmental measurements will be made. Ensure that the performance of assigned tasks adheres to all quality assurance program and project plan requirements as well as EPA region-specific quality assurance requirements (OSWER Directive 9360.4-01).
7. Provide oversight/control of all subcontracting activities. Ensure that proper subcontracting procedures are followed and complete subcontracting documentation is provided to the On-Scene Coordinator and Contracting Officer.
8. Provide a source of information to On-Scene Coordinators concerning the status of pending Removal activities when a particular site may be demobilized and the Response Manager is working at another site. Typical information requested by On-Scene Coordinators might be the status of analytical services or transportation and disposal arrangements, etc.
9. Attend regularly scheduled program management status meetings with the Contracting Officer and Project Officer.

B. Response Manager Responsibilities:

For each delivery order issued, the contractor shall name a Response Manager. This Response Manager shall be fully dedicated to the specific clean-up action for the duration of the response unless substitutions are approved by the On-Scene Coordinator or Project Officer. The Response Manager shall be the point of contact for on-scene coordination with the On-Scene Coordinator and shall ensure that the management and execution of all clean-up activities are in exact accordance with the specifications of the delivery order. The Response Manager must be at the scene of a response action within the required response time as stated elsewhere in this Statement of Work. The Response Manager shall not be precluded from responding in less than the response time limits if approved by the On-Scene Coordinator.

The Response Manager, with appropriate resources, shall be on-site on a daily basis unless instructed otherwise by the On-Scene Coordinator; however the contractor shall maintain someone on-site at all times with authority to act for the contractor and coordinate subcontract activities. The specific on-scene management responsibilities of the contractor shall include the following:

1. Maintain communication and coordination with the On-Scene Coordinator for the duration of a specific response, including reporting problems encountered in executing the clean-up activities.
2. Conduct on-scene surveys to develop detailed project work plans in coordination with the On-Scene Coordinator. The contractor will be encouraged to provide opinions and/or recommendations to the On-Scene Coordinator pertaining to the response action.
3. Provide administrative support, supervision, and management of personnel, equipment, materials and services provided on-scene.
4. Provide the On-Scene Coordinator with a detailed accounting of all costs incurred at a specific site, utilizing the Removal Cost Management Software (RCMS) computer tracking system provided by EPA. If electrical power and computer are not available, a handwritten EPA Form 1900-55 is required. All handwritten 1900-55's must be entered into RCMS.
5. Supervise the quality of work done at the site and the qualifications of the contractor personnel performing the work. Ensure that the performance of sampling and analysis tasks adhere to all quality assurance, quality control and chain-of-custody procedures specified in the QA program and project plans and in accordance with EPA region-specific QA requirements (OSWER Directive 9360.4-01 and "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations - EPA QA/R-5").
6. Implement a site specific response action safety plan to protect all personnel in contaminated and uncontaminated areas. Insure that OSHA Hazardous Substance Response regulations (29 CFR Part 1910) for site safety training and health monitoring are met by all prime and subcontractors working on site.

The Contractor shall also perform the following functions:

C. Program Clean-up Operations

The contractor shall provide clean-up services for responses to releases of oil, petroleum and hazardous substances, as specified in delivery orders. Time-critical removals and rapid remedial actions will specify in the delivery orders the time for the initiation of a response. In the case of an emergency situation, delivery orders may be issued verbally, then confirmed in writing within 72 hours.

If specified in delivery orders, the contractor shall conduct an initial on-scene survey. The purpose of this survey shall be to gain sufficient on-scene familiarity with the delivery order statement of work to enable the contractor to propose a detailed work plan to accomplish the project in the most effective, efficient, and safe manner. The contractor shall be expected to present available options and make appropriate suggestions in the work plan to the On-Scene Coordinator or Project Officer for their decision. The work plan shall define the types and quantities of clean-up personnel, equipment, and materials that would be needed, the proposed project schedule by sub-task, and the estimated cost. The contractor shall not begin work until the work plan has been approved in writing by the Designated Ordering Officer. The contractor shall make every effort to mobilize all personnel, equipment, and materials from the nearest contractor office to the clean-up site.

The contractor shall take any actions, under the technical direction of the On-Scene Coordinator, as may be required to mitigate or eliminate any hazard or damage to the environment resulting from a release or threat of release of oil or hazardous substance into the environment. These actions may include but shall not be limited to those conducted under the following clean-up phases:

1. Containment And Countermeasures

The contractor shall take actions to protect the public health and welfare, which shall include but may not be limited to the following:

- sample to determine the source, spread and disposal options of a release;
- contain the release at its source and prevent further acute flow of the pollutant;
- control the source of discharge;
- use chemicals or other materials to restrain the spread of the pollutant;
- place physical barriers to deter the spread of a pollutant;
- construct slurry trenches;
- place diversionary booms;
- earth moving;
- drum handling;
- containerize pollutants;
- divert streams;
- keep waterfowl and other wildlife away from the polluted areas;
- control water discharge from upstream impoundments;
- provide alternative drinking water supplies on a temporary basis;
- provide temporary housing for evacuees, including the relocation of both residential and commercial evacuees as deemed appropriate by the EPA and in accordance with applicable federal regulations;
- provide traffic, crowd, and navigation controls;
- provide security; and
- execute damage control or salvage operations.

2. Clean-Up, Mitigation And Disposal

The contractor shall take actions as directed by the EPA to recover the pollutant from the affected media. These actions shall include, but not be limited to, the following:

- using chemicals for flocculation, coagulation, neutralization and separation;
- using biological treating agents;
- physical and chemical treatment of affected water and soil;
- using specialized equipment such as mobile carbon treatment systems;
- aerating affected media to selectively release volatile components;
- fixing or treating the polluted media in place,
- salvaging or destroying vessels,
- destroying contaminated equipment and facilities; and
- designation of explosive materials.

On-site treatment is the preferred method of mitigating the threat. When the work plan is submitted for On-Scene Coordinator approval, on-site treatment should be proposed whenever deemed cost effective and possible.

In lieu of or following any treatment action, physical collection of pollutants shall be accomplished followed by temporary storage prior to ultimate disposal. Work conducted shall include, but not be limited, to the following:

- flushing contaminants from marsh areas followed by collection and holding;
- skimming materials from the surface of water;
- washing soils with subsequent collection and storage of recovered material;
- pumping contaminated groundwater with subsequent storage; and
- segregating waste chemicals at uncontrolled hazardous waste sites.

Following removal and temporary storage, the contractor shall dispose of any contaminated material consistent with all appropriate Federal, State, and local regulations, and EPA's off-site disposal rule (40 CFR 300.440). The EPA may request sampling and analysis for disposal purposes, using approved quality control procedures. The government has the option to accomplish analysis, transportation and disposal through this contract or through other contractual mechanisms at its' discretion. Disposal shall be conducted on-site or off-site. Disposal techniques shall include but may not be limited to: controlled or uncontrolled combustion, land disposal, fixation, injection,

degradation, treatment, and recycling. The disposal options, as determined by EPA, shall include temporary storage and ultimate disposal. Depending on the material contaminated, disposal options may include demolition.

The contractor shall accomplish all storage, transportation, treatment, and disposal of pollutants and meet all regulatory, safety and environmental laws and regulations at the Federal, State, and local levels. The contractor shall be responsible for all necessary transportation and disposal permits. Transportation and disposal must be subcontracted pursuant to Section H of the contract.

At the time of any off-site treatment, storage or disposal, the contractor shall select a facility that meets the requirements of EPA's policy for off-site response actions. The contractor shall not utilize any facility that has not been verified for off-site treatment, storage or disposal of CERCLA wastes. This verification may be obtained from the On-Scene Coordinator or the Project Officer.

3. Restoration

The contractor shall conduct activities to repair or replace material damaged by the clean-up operation in order to restore the damaged environment to as near pre-response conditions as determined by the EPA. Such actions shall include restocking, regrading, reseeding, replanting, and soil replacement.

4. Analytical

The contractor shall perform on-site and off-site analytical activities. These activities may require rapid turnaround (24 hours or less) to provide chemical and physical analyses or high sample quantity volume analyses, to include but not be limited to: pH, flash point, oxidation reduction, organic vapor analysis, sulfides, phenols and applicable disposal parameters as determined by EPA. The contractor shall also perform related activities that include; sample collection, storage, transportation, analysis and disposal, as determined by EPA.

5. Quality Assurance Requirements

The contractor shall develop and implement an environmental measurements quality assurance program (QA Project Plan) which will ensure that environmental monitoring data of known quality is provided. The program will be in compliance with the guidance set forth in the document entitled "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations-EPA QA/R5" and "Quality Assurance/Quality Control Guidance for Removal Activities Sampling QA/QC Plan and Data Validation Procedures - Interim Final" dated April 1990 (EPA/540/G-90-004). This guidance is outlined in the Quality Assurance Sampling Plan for Emergency Response (QASPER), Version 4.0, which is a PC-based software package used to draft site specific quality assurance plans and is based on OSWER Directive 9360.4-01. Updated versions will be provided to the contractor as they become available. At the request of the On-Scene Coordinator, site specific plans shall be coordinated with other contractors working on-site, such that one site QA/QC plan is utilized for all site analytical activities.

The EPA Project Officer and Quality Assurance Officer will review and approve the QA Project Plan, as stated in the "Other Deliverables" clause of the contract. EPA will determine, through this approval process, that the proposed methods are consistent in nature and application with the methodology used in other Superfund contracts which generate analytical data. All analytical methods used for analysis done by fixed laboratories must be consistent with EPA protocols, National Enforcement Investigation Center protocols, and other analytical protocols as appropriate. The contractor shall use the Sample Shipment/ Tracking Record Form for all sample analysis (see QAMS-005-80). The QA Project Plan will be augmented by site-specific Sampling QA/QC Plans (see OSWER Directive 9360.4-01). The contractor shall provide QA/QC data to the On-Scene Coordinator upon request.

The program will consist of both an auditing and a corrective function. The auditors will report directly to contractor corporate management. Corporate management will then be expected to bring the firm's resources to bear on the solution of any problems encountered. EPA will periodically perform QA systems audits during the life of this contract.

6. Technical Support of Government Enforcement Proceeding

The contractor shall provide technical support for government enforcement proceedings against owners or operators of uncontrolled hazardous substance disposal sites or against generators and transporters of the hazardous substances present at those sites where emergency response actions have been required under this contract.

Such enforcement proceedings may be directed toward obtaining an injunction against continued use of the site, an order to undertake removal action, or recovery of costs incurred by the government in undertaking such actions. The contractor shall ensure that all necessary data is collected and that proper chain-of-custody procedures (see Table II of Attachment C-1) required to support court proceedings are observed. This shall include, but not be limited to, the following enforcement support effort:

- a. Retaining and storing all contract site records, including employee related records such as time sheets, baseline data regarding work related physical examinations and other work related data, for a period of ten years. The contractor shall provide the Contracting Officer, or any representative of the Contracting Officer, with full access to these records during the ten year period. See Special Contract Requirement, "Retention and Availability of Contractor Files", Section H of the contract.
- b. Providing testimony during enforcement proceedings for a given site for which the contractor provided services. This will normally be to testify on what actions the contractor took at the site for cost-recovery purposes. Affidavits and depositions may be required. See Special Contract Requirement, "Testimony" Clause. The contractor shall furnish the technical services, materials, and equipment required to support government enforcement proceedings against owners or operators of uncontrolled hazardous substance disposal sites or against generators and transporters of the hazardous substances present at those sites where emergency response actions have been required under this contract. EPA may conduct proceedings directed toward obtaining an injunction against continued use of the site, an order to undertake removal action, or recovery of costs incurred by the EPA in undertaking removal and/or remediation actions. The contractor shall ensure that all data as requested by the EPA is collected and that proper chain-of-custody procedures required to support court proceedings are observed. See Section H, Special Contract Requirement, "Retention and Availability of Contractor Files" and "Testimony."

TABLE I
LEVELS OF PERSONAL PROTECTIVE EQUIPMENT

LEVEL A
PERSONAL PROTECTIVE EQUIPMENT

Pressure-demanded, self-contained breathing apparatus (MSHA/NIOSH approved).
Fully encapsulating chemical-resistant suit.
Coveralls (optional).
Underwear, long cotton underwear (optional).
Gloves, outer, chemical-resistant.
Gloves, (inner), chemical-resistant.
Boots, chemical-resistant, steel toe and shank. Depending on the suit worn, the boot may be worn over or under the suit boot.
Hard hat under suit (optional).
Disposable protective suit, gloves and boots (optional) to be worn over the fully encapsulating suit.
Two-way radio communications, intrinsically safe.
Egress system.

LEVEL B
PERSONAL PROTECTIVE EQUIPMENT

Pressure-demanded, self-contained breathing apparatus (MSHA/NIOSH approved).
Chemical-resistant clothing: (overalls and long-sleeved jacket, coveralls (hooded), one or two piece chemical splash suit, disposable chemical-resistant coveralls).
Coveralls (optional).
Gloves (outer) chemical-resistant.
Gloves (inner) chemical-resistant.
Boots (outer) chemical-resistant, steel toe and shank.
Boots (outer) chemical-resistant, disposable (optional).
Hard Hat (face shield optional).
Two way radio communications, intrinsically safe.
Egress system.

LEVEL C
PERSONAL PROTECTIVE EQUIPMENT

Full face air purifying respirator canister, canister equipped (MSHA/NIOSH approved).
Chemical-resistant clothing: (one piece hooded coverall, two piece chemical splash suit, chemical-resistant hood and apron, disposable chemical-resistant coveralls).
Coveralls (optional).
Gloves (outer) chemical-resistant.
Gloves (inner) chemical resistant.
Boots, steel toe and shank, chemical-resistant.
Boots (outer, chemical-resistant, disposable, (optional).
Hard Hat (face shield optional)

Escape mask.
Two way radio communications, intrinsically safe.

LEVEL D
PERSONAL PROTECTIVE EQUIPMENT

Coveralls
Gloves (optional)
Boots/shoes, safety or chemical-resistant, steel toe and shank.
Boots outer, chemical resistant (optional).
Safety glasses or chemical splash goggles (optional).
Hard hat, (face shield optional).
Escape mask.

TABLE II

CHAIN OF CUSTODY

CONTENTS

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CHAIN OF CUSTODY

1.0 The purpose of this guideline is to provide information on chain-of-custody procedures as used under the Alternate Remedial Contract Strategy (ARCS) Program.

2.0 This guideline describes the steps necessary for transferring samples through the use of Chain-of-Custody Records. A Chain-of-Custody record is required, without exception, for the tracking and recording of all samples collected for on-site or off-site analysis (chemical or geotechnical) during Program activities. Use of the Chain-of-Custody Record Form creates an accurate written record that can be used to trace the possession and handling of the sample from the moment of its collection through analysis and its introduction as evidence in a legal proceeding. This guideline identifies the necessary custody records and describes their completion.

This guideline does not take precedence over region-specific or site-specific requirements for chain-of-custody.

3.0 DEFINITIONS

Chain-of-Custody Record Form - A Chain-of-Custody Record Form is a printed two-part form that accompanies a sample or group of samples as custody of the sample(s) is transferred from one custodian to the subsequent custodian. Attachments show the Chain-of-Custody records used by EPA Region II. A Chain-of-Custody Record Form is a controlled document, provided by the Regional II office of EPA. One copy of the form must be retained in the project file.

Controlled Document - A consecutively-numbered form released by for use on a particular work assignment. All unused forms must be returned or accounted for at the conclusion of the assignment.

Custodian - The Person responsible for the custody of samples at a particular time, until custody is transferred to another person (and so documented), who then becomes custodian. A sample is under your custody if:

- ! You possess the sample.
- ! It is in your view, after being in your physical possession.
- ! It was in your physical possession and then you lock it up to prevent tampering.
- ! You have designated and identified a secure area to store the sample.

Sample - A sample is physical evidence collected from a facility or the environment, which is representative of conditions at the point and time that it was collected.

4.0 RESPONSIBILITIES

Field Operations Leader - Responsible for determining that the chain-of-custody procedures are implemented from the time the samples are collected to their release to the shipper.

Field Samplers - Responsible for initiating the Chain-of-Custody Record and maintaining custody of samples until they are relinquished to another custodian, to the shipper, or to the common carrier.

Remedial Investigation Leader - Responsible for determining that chain-of-custody procedures have been met by the sample shipper and analytical laboratory.

5.0 GUIDELINES

5.1 OVERVIEW

The term "chain-of-custody" refers to procedures which ensure that evidence presented in a court of law is what it is represented to be. The chain-of-custody procedures track the evidence from the time and place it is first obtained to the courtroom. These procedures also provide an auditable trail for the evidence as it is moved and/or passes from the custody of one individual to another. In addition, procedures for consistent and detailed records facilitate the admission of evidence under Rule 803(b) of the Federal Rules of Evidence (P.L. 93-575).

Chain-of-custody procedures, recordkeeping, and documentation are an important part of the management control of samples in the EPA. Regulatory agencies must be able to provide the chain of possession and custody of any samples that are offered for evidence, or that form the basis of analytical test results introduced as evidence. Written procedures must be available and followed whenever evidence samples are collected, transferred, stored, analyzed, or destroyed.

5.2 SAMPLE IDENTIFICATION

The following information shall be written in the sample log book when in-situ measurement or samples for laboratory analysis are collected:

- ! location of station and station number
- ! date and time of measurement
- ! samples taken if any
- ! field observations
- ! level of personnel Protection (if required)

! equipment used to make physical measurements and collect samples

Measurements and observations shall be recorded using black, waterproof ink.

5.2.1 Sample Identification Tag

Samples, other than in-situ measurements, are removed and transported from the sample location to a laboratory or other location for analysis. Before removal, however, a sample is often divided into portions, depending upon the analyses to be Performed. Each portion is preserved in accordance with the Sampling Plan. Each sample container is identified by a Sample Identification Tag (see sample form). A Sample Identification Tag must be used for samples collected for CLP (Contract Laboratory Program) analysis in EPA Region II. The Sample Identification Tag is a white, waterproof Paper label, approximately 3-by-6 inches, with a reinforced eyelet, and string or wire for attachment to the neck of the sample bottle. The Sample Tag is a controlled document, and is provided by the EPA Region II Office. The field sampler completes the sample tag and attaches the sample tag to the field samPle container. Following sample analysis, the Sample Tag is retained by the laboratory as evidence of sample receipt and analysis.

The following information is recorded on the tag:

" Project Code - - - EPA/ ERRS Delivery Order number.

" Station Number - - - A number assigned by the sampling team's field operations leader.

o Month Day Year - - - A six-digit number indicating the month, day and year of collection; e.g. 12/21/93.

o Time - - - A four-digit number indicating the 24-hour time of collection (for example 0954 is 9:45 am, and 1629 is 4:29 pm)

o Designate: - - - Designate the sample as either grab or composite.
Composite/Grab

o Station Location - - - Site-specific station location designation defined in Field Operation Plan.

o Samplers - - - Signature(s) of sampler(s) on the project team.

o Preservative - - - Yes or No.

o Analyses - - - Check appropriate box(es)

o Remarks - - - CLP Case No/SAS No and CLP sample number and any pertinent comments are recorded.

o Lab Sample No. - - - Reserved for laboratory use The tag is then tied round the neck of the sample bottle.

If the sample is to be split, it is equally divided into two similar sample containers. Identical information is completed on the tag attached to each split and both of these are marked "Split" on the "Remarks" line.

Blank, duplicate, or field spike samples shall not be identified as such on the tag, as this may compromise the quality control function.

5.2.2 Sample Label

A sample label is utilized when the Sample Identification Tag is not available and for samples, other than in-situ measurements, which are removed and transported from the sample location to a non-CLP laboratory or other location for analysis. Before removal, however, a sample is often divided into portions, depending upon the analyses to be performed. Each portion is preserved in accordance with the Field Sampling and Analysis Plan. Each sample container is identified, when appropriate, by a Sample Label (see sample form).

- o Project - - - EPA Delivery Order Number.
- o Sample Number - - - The project sample number identifying this sample.
- o Date - - - A six-digit number indicating the month, day and year of collection; e.g. 12/21/85.
- o Time - - - A four-digit number indicating the 24 hour time of collection (for example 0954 is 9:54 a.m., and 1629 is 4:29 p.m.).
- o Medium - - - Water, Soil, Sediment, Sludge, Leachate, etc.
- o Sampler Type - - - Grab or Composite
- o Preservative - - - Type, quantity, and concentration of Preservative added.
- o Analyses - - - Same as analyses on Sample Identification Tag (see Section 5.2.2).
- o Sampled By - - - Signature(s) of sampler(s) on the project team.
- o Lab # - - - The receiving laboratory assigns the lab to the sample label (this number is not to be used for on-site analyses).
- o Remarks - - - If for CLP analysis, include the CLP Case or SAS number, and CLP sample number from the traffic report, SAS Packing List, or Dioxin Shipment Record (see Guideline FT-7.04). Also, pertinent observations of the sampler (e.g., sequence number for sequential samples).

The sample label is attached to the sample container by punching a hole in the top corner of the label and slipping a rubberband through the hole. The rubberband and not the sample tag is wrapped around the sample container.

If the sample is to be split, it is equally divided into two similar sample containers. Identical information is completed on the label attached to each split and both of these are marked "Split" on the "Remarks" line.

Blank, duplicate, or field spike samples shall not be identified as such on the label or tag, as this may compromise the quality control function. Sample blanks, duplicates, spikes and splits are defined in Guideline FT-I.OI.

5.3 CHAIN-OF-CUSTODY PROCEDURES

After collection, separation, identification, and preservation, the sample is maintained under chain-of-custody procedures until it is in the custody of the analytical laboratory and has been stored or disposed of.

5.3.1 Field Custody Procedures

1. Samples are collected as described in the site-specific sampling plan. Care must be taken to record precisely the sample location and to ensure that the sample number on the label exactly matches those numbers on the sample log sheet and the Chain-of-Custody Record.
2. The person undertaking the actual sampling in the field is responsible for the care and custody of the samples

collected until they are properly transferred or dispatched.

3. When photographs are taken of the sampling as part of the documentation procedure, the name of the photographer, date, time, site location, and site description are entered sequentially in the site log book description as photos are taken. Once developed, the photographic prints shall be serially numbered, corresponding to the log book descriptions.
4. Sample labels shall be completed for each sample, using waterproof ink unless prohibited by weather conditions, e.g., a log book notation would explain that a pencil was used to fill out the sample label because a ballpoint pen would not function in freezing weather.

5.3.2 Transfer of Custody and Shipment

Samples are accompanied by a Chain-of-Custody Record Form. The Chain-of-Custody Form should be obtained from the EPA Region II Office (see form attached). When transferring the possession of samples, the individuals relinquishing and receiving will sign, date, and note the time on the Record. This record documents sample custody transfer from the sampler, often through another person, to the analyst in the laboratory. The Chain-of-Custody Record is filled out as follows:

1. Name of Unit and Address:.....Region II, Delivery Order No., the CLP Case/SA number.
2. Sample Number: Enter the CLP sample number from the traffic report, the SA Packing List number, or Dioxin Shipment Record.
3. Number of Containers: Enter the number of containers with the same CLP sample number, SA packing List number or Dioxin Shipment Record.
4. Description of Samples: Enter the analyses to be performed, the sample matrix (soil, water sediment), concentration (low, medium, high), size and type of container (e.g., 8 oz. glass), and the site-specific sample identification/station number.
5. Person Assuming Responsibility for Sample: Field Operation Leader or Appointed Designee. This name should be the same as the one on the Traffic Report/SA Packing List.
6. Time: Military Time.
7. Date: Month / Day / Year
8. Sample Number: Write "All Listed Above".
9. Relinquished By: Same name as person assuming responsibility.
10. Received By: Name of the Carrier (e.g., UPS, Federal Express) and the bill-of-lading or airbill number.
11. Time, Date: Estimate of when the samples will be relinquished.
12. Reason for Change of Custody: Write "Sample Shipping"
13. Top copy of Chain-of-Custody record is sent to SMO, the second copy is sent to EPA Region II office, the third and fourth copies are placed in a plastic bag with other shipping documents and taped to the inside lid of the Shipping container cooler). A legible xerox copy of the COC Record is sent to the....., and another legible copy is retained for the Project Files.

14. The name on the airbill should be the same as the name of the relinquisher.

The custody record is completed using black waterproof ink. Any corrections are made by drawing a line through and initialing and dating the change, then entering the correct information. Erasures are not permitted.

Common carriers will usually not accept responsibility for handling Chain-of-Custody Record Forms; this necessitates Packing the record in the sample container (enclosed with other documentation in a plastic zip-lock bag). As long as custody forms are sealed inside the sample container and the custody seals are intact, commercial carriers are not required to sign off on the custody form.

A chain-of-custody is completed for every shipping container (cooler) within a shipment from the field to the laboratory.

The laboratory representative who accepts the incoming sample shipment signs and dates the Chain-of-Custody Record, completing the sample transfer process. It is then the laboratory's responsibility to maintain internal log books and custody records throughout sample preparation and analysis.

Proper custody procedures includes using an EPA Chain-of-Custody Seal. It is used to prevent tampering with samples after they have been collected in the field. Custody seals are provided by the EPA Region II Office on an as-needed basis. The custody seal is a 1 by 3 inch white paper label with black lettering and an adhesive backing. Attachment D is an example of a custody seal. The custody seal is placed over the lid of each sample container in such a manner that to open the sample container would require breaking the custody seal. The information recorded on the custody seal for sample container is as follows:

- o Case No./SA No.
- o CLP Sample Number from the Traffic Report, SA Packing List or Dioxin Shipment Record.
- o Signature of the person who took the field sample.
- o Title of the person who took the field sampling.
- o The dated custody seal is placed on the sample container.

Shipping containers (coolers) should be secured to ensure samples have not been disturbed during transport by using nylon strapping tape and EPA custody seals. The custody seals should be placed on the containers so that they cannot be opened without breaking the seal. The information required on the custody seal for shipping containers (coolers) is the Case No., SA No., signature of person assuming responsibility for sample(s), and date of packaging the shipping containers (coolers).

Complete other carrier-required shipping papers.

5.3.3 Receipt for Samples Form

Whenever samples are split with a private Party or government agency, a separate Receipt for Samples Record Form is prepared for those samples and marked to indicate with whom the samples are being split. The person relinquishing the samples to the party or agency shall require the signature of a representative of the appropriate party acknowledging receipt of the samples. If a representative is unavailable or refuses to sign, this is noted in the "Received by" space. When appropriate, as in the case where the representative is unavailable, the custody record should contain a statement that the samples were delivered to the designated location at the designated time. This form must be completed and a copy given to the owner, operator, or agent-in-charge even if the offer for split samples is declined. The original is retained by the Field Operations Leader.

6.0 REFERENCES

USEPA, December, 1988. User's Guide to the Contract Laboratory Program, Office of Emergency and Remedial Response, Wash., D.C.

Program Guideline FT-7.04 - Management of Sampling and Required Forms

ATTACHMENT 3

EQUIPMENT SPECIFICATIONS

EQUIPMENT SPECIFICATIONS

CLIN #1-09-10: Car - Passenger

Four door passenger sedan with 6 cylinder engine, automatic transmission, power steering, AM/FM radio, air conditioning.

CLIN #1-36-10: Truck - Pickup - 2-wheel drive

Two-wheel drive pickup truck, automatic transmission, air conditioning, towing package, power steering, 8 cylinder engine.

CLIN #1-36-20: Truck - Pickup - 4-wheel drive

Four-wheel drive pickup truck, automatic transmission, air conditioning, towing package, power steering, 8 cylinder engine.

CLIN #1-45-20: Truck - Stakebed - 2 ton

Diesel engine, 16 ft., two ton stakebed truck.

CLIN #1-54-30: Truck - Van - Passenger

Full size passenger van, equipped with a minimum of two rear seats (removable), capable of carrying a minimum of eight persons, air conditioning, power steering, AM/FM radio.

CLIN #2-10-10: Trailer - Cargo - 8 ft.

8 ft. cargo trailer, transportable by standard pickup truck.

CLIN #2-20-40: Trailer - Decontamination - with showers*

40' enclosed, self-contained decon trailer, climate controlled with HEPA filtered make-up air,

- " constructed of aluminum or fiberglass reinforced plywood with non-skid floors,
- " electric and/or LP water heater,
- " showers (minimum of two),
- " must be equipped to provide compliance with applicable NIOSH regulations, OSHA 29 CFR 1910.120 and 1910.141 where appropriate,
- " two utility sinks with mirrors, potable and gray water storage tanks,
- " fire extinguisher, eye wash, emergency shower, first aid kit,
- " electrical outlets and phone jacks, 200 amp, 220 Volt and 110 Volt electric.

CLIN #2-45-10: Trailer - Lowboy - 9 ton

No additional description required.

CLIN #2-45-20: Trailer - Lowboy - 20 ton

No additional description required.

CLIN #2-50-A1: Trailer - Mobile - Laboratory*

- " 20' x 8' mobile laboratory trailer with HVAC and ceiling vent fans,
- " two doors with dead bolt locks,
- " 36" fume Hood (laboratory),
- " chemical resistant counter top and flooring,
- " GC and AA vent systems,
- " flammable and acid storage cabinets,
- " fire extinguisher, eye wash, emergency shower, first aid kit,
- " stainless steel sink and contained waste water,
- " electrical outlets, 200 amp, 220 V and 110 V electric and phone jacks,
- " desk and filing cabinet,
- " work benches must have storage cabinets below,

" sample and standards refrigerator.

CLIN #2-55-30: Trailer - Office - 10' x 60'*

" 10' x 60' office trailer equipped with 100 amp electrical hookup, HVAC, service grade tile flooring, (telephone jacks if already in place).

" trailer will be partitioned with an office on either end. Offices equipped with desks, filing cabinets and overhead shelves. The middle area of trailer will have a plan table.

CLIN #2-60-10: Trailer - Response - Emergency*

" 28 ft. dual axle trailer, must be transportable via standard pickup truck. Fiberglass reinforced plywood or aluminum construction

" equipped with interior lighting

" multiple shelving (or cabinets) to accommodate PPE, respiratory protection, tools and any other equipment to contain or cleanup a Hazmat spill

" fire extinguisher, emergency eye wash, first aid kit

" electrical outlets and phone jacks, 200 amp, 220 V and 110 V electric

CLIN #3-01-10: Heavy Equipment - Backhoe

Case 580, CAT 416, Deere 410, JCB 214 or equivalent.

CLIN #3-30-A1: Heavy Equipment - Excavator - Small

CAT215C, JD490, Kobelco SK150, Komatso PC150 or equivalent.

CLIN #3-30-35: Heavy Equipment - Excavator - Medium

CAT 320, Case 930, Hatachi EX200, Kobelco SK200, Komatsu PC200, Link Belt 2800 or equivalent.

CLIN #3-30-55: Heavy Equipment - Excavator - Large

Hatachi EX550, CAT 345/350, Case 960, Kobelco SK400, Komatsu PC400, Link Belt 5800, Volvo EC450 or equivalent.

CLIN #3-35-14: Heavy Equipment - Forklift - Rough Terrain

" Extendable mast, diesel powered, 10,000 lb. capacity, four-wheel drive, JCB510-40, GEHL Dynalift DL6H/6L or equivalent, pneumatic tires.

" Must meet or exceed all requirements of American National Standards Institute (ANSI) B56.1-Part III, Safety Standards for Powered Industrial Trucks.

CLIN #3-35-10: Heavy Equipment - Forklift - Small

" Propane or Gasoline powered straight mast forklift, pneumatic tires, 1000 to 3000 lb. capacity. Caterpillar GP10/15 or equivalent.

" Must meet or exceed all requirements of American National Standards Institute (ANSI) B56.1-Part III, Safety Standards for Powered Industrial Trucks.

CLIN #3-35-12: Heavy Equipment - Forklift - Large

" Diesel, Gasoline or Propane powered straight mast forklift, 4000 to 8000 lb. capacity. Caterpillar GP20/40 or equivalent.

" Must meet or exceed all requirements of American National Standards Institute (ANSI) B56.1-Part III, Safety Standards for Powered Industrial Trucks.

CLIN #3-45-31: Heavy Equipment - Drum Grappler - Hydraulic 360

- " Hydraulic 360° drum grapppler,
- " Hydraulic operation of clasp and rotation functions,
- " Compatible with and capable of usage by a tracked excavator, i.e., CAT 215 or equivalent, without in- field modification of hydraulics, boom or grapppler unit,
- " Unit shall have keyed or designed "stops" on the hydraulics to prevent crushing of drums,
- " Unit shall have solid steel plate grasp structures to funnel any blasts vertically upward upon contact with drums.

CLIN #3-55-10: Heavy Equipment - Loader/track

Deere 455G, CAT 931, Case 455C, Dresser 100G, Komatsu D315-18, or equivalent, 1 cu. yd

CLIN #3-55-40: Heavy Equipment - Loader/track

CAT 951/953/955, Case 1155E, Deere 655B, Komatsu D535/D575, or equivalent, 2 cu. yd.

CLIN #3-55-60: Heavy Equipment - Loader/track

CAT 973, Dresser 250E, Komatsu D755-5, or equivalent, 3 cu. yd.

CLIN #3-60-30: Heavy Equipment - Loader/wheel

CAT 938, Daewood Mega 250 -3, Case 261, Deere 544E, Komatsu WA189-1, or equivalent, 2 cu. yd.

CLIN #3-95-10: Heavy Equipment - Uniloader w/bucket

Bobcat 843, Mustang 2060, GEHL 4625 or equivalent, diesel engine, equipped with blast shield, 0.5 cu. yd.

CLIN #3-95-45: Heavy Equipment - Uniloader w/backhoe attachment

Bobcat 843, Mustang 2060, GEHL 4625 or equivalent, diesel engine, equipped with blast shield, 0.5 cu. yd.

CLIN #5-01-A1: Safety/Monitor - Sulfide Monitor

- " Continuous display hydrogen sulfide monitor with LCD digital readout,
- " Audible and visible alarm, dual level alarm, fully adjustable,
- " 1 ppm minimum detectable concentration. 0-100 ppm measurement range (minimum).

EEX ib llC T6, intrinsic safety approval.

CLIN #5-01-12: Safety - Meter - Explosion/Oxygen

- " Portable combustible gas and oxygen meter, capable of simultaneously monitoring % LEL and % oxygen,
- " Audible and visual alarm at 10% LEL and when level of oxygen drops below 19.5% or rises above 22%,
- " 5' sample hose attachment and non-sparking extension probe,
- " Intrinsically safe Class I, Division I Groups C and D and non-incentive for Class I, Division 2 Groups A, B, C, and D.

Clin #5-01-20: Safety - Meter Hnu (PID)

- " Portable photoionization detector,
- " Calibration kit,
- " Interchangeable probes or lamps to detect widest range of compounds,
- " FM approved as intrinsically safe Class I, Division I Groups, A, B, C and D,
- " Spare battery and battery charger.

CLIN #5-01-25: Safety Meter/monitor - OVA (FID)

- " Portable flame ionization detector, direct readout,
- " Audible alarm,
- " FM approved, as intrinsically safe for Class I, Division I, Groups A,B,C, and D.

CLIN #5-01-45: Safety - Meter/monitor cyanide

- " Continuous display hydrogen cyanide monitor, LCD digital readout,
- " Audible and visible alarm, dual level alarm pre-set by user,
- " Intrinsically safe.

CLIN #5-15-10: Safety - Radio - hand-held

- " Motorola HT-600 portable two-way radio or equivalent with base station charger. Radio should have a clear plastic case to minimize contamination,
- " 1 mile range,
- " Approved by factory mutual as non-incentive - for use in Class I, Division 2, Groups A, B, C, and D,
- " 6 channel universal,
- " Must meet U.S. Government military standards 810C and 810D for pressure, temperature, solar radiation, rain, humidity, salt fog, dust, vibration and shock. Must also meet the Electronic Industry Association RS316B electrical and mechanical specifications.

CLIN #7-21-10: Field Equipment - Compressor/Air - 185 CFM

Air compressor - diesel 185 CFM, 70 HP. Ingersoll-Rand 185WJD or equivalent. Must meet all applicable noise codes, trailer mounted.

CLIN #7-23-20: Field Equipment - Computer - PC

Minimum requirements are Pentium 233 Mhz with a 3.5 gig hard drive, 32 mini ram, color monitor, CD ROM, Zip drive, floppy disk drive, and 56K modem or better.

CLIN #7-23-40: Field Equipment - Computer Printer

HP Laserjet or equivalent PC compatible, 300 dpi resolution, 250 sheet letter cassette, 2 MB RAM, automatic sheet feeder.

CLIN #7-31-10: Field Equipment - Copier

Automatic feed, two-sided capability, sorting capability, size reduction and enlargement.

CLIN #7-38-A1: Field Equipment - Drum Tipper

No additional description required.

CLIN #7-45-10: Field Equipment - Facsimile Machine

Plain paper, programmable CCITT Group 3 and Group 2 compatible, 30 page document feeder, paper cassette should hold up to 250 sheets of letter or legal paper. Murata F-70 or equivalent.

CLIN #7-51-A1: Field Equipment - Generator - 10 KW

Diesel powered, 10 KW towable generator. Engine must be enclosed in a weather resistant, sound attenuated, steel housing. Minimum of four receptacles: two 20 amp, 120 V; one 30 amp, 240 V; and one 50 amp, 240 V. Generator must come equipped with copper grounding rod and cable.

CLIN #7-51-05: Field Equipment - Generator - 5 KW

Portable gasoline powered generator 5000 Watts, must have: two 20 amp 120 V outlets and one 240 V 20 amp twist lock outlet, resettable circuit breaker, USDA spark arrest muffler, low oil shutoff system. 11 HP engine. Honda EG5000X, Kohler 5MBM65 or equivalent. Generator must come equipped with copper grounding rod and cable.

CLIN #7-53-10: Field Equipment - Heating Unit

Propane-fired salamander type radiant heater capable of producing 100,000 BTU minimum. Unit must be portable. All steel construction. Unit shall have fuel capacity to run at least four hours without refueling.

CLIN #7-90-20: Field Equipment - Steam Jenny

Portable, electric or oil fired, 100 psi, high limit safety temperature control, pressure relief valve, wand, 20 ft. steam hose, temperature, chemical and oil resistant.

CLIN #7-93-10: Field Equipment - Telephone - Cellular mobile

Compact mobile telephone designed to be operated from cigarette lighter of car or rechargeable battery. 3 watts power, back-lit keypad, hands free operation option. Motorola CP250 or equivalent.

CLIN #7-96-08: Field Equipment - Water Laser - MED pressure (2500-5000 psi)

2,500-5,000 psi, gasoline powered, mounted on roll cage cart with pneumatic tires. 40' hose with quick coupler. Hose must be oil, temperature, and detergent resistant, spray wand, low oil shutdown.

CLIN #8-18-20: Pump - Double Diaphragm - 2 inch

Portable air powered double diaphragm pump, self priming, 2 inch outlet, variable flow rate, corrosion resistant clamps and fasteners (stainless steel). Inlet and outlet ports must rotate 360°. Center body material constructed of a suitable alloy, wetted part constructed of a corrosion resistant alloy.

CLIN #8-18-30: Pump - Double Diaphragm - 3 inch

Portable air powered double diaphragm pump, self priming, 3 inch outlet, variable flow rate, corrosion resistant clamps and fasteners (stainless steel). Inlet and outlet ports must rotate 360°. Center body material constructed of a suitable alloy, wetted part constructed of a corrosion resistant alloy.

CLIN #8-51-A1: Pump - Submersible - 1.5 inch

Electric submersible pump, 1.5 inch discharge, 1/3 HP, 115V, with 25' cable.

CLIN #8-51-10: Pump - Submersible - 2 inch

Electric submersible pump, 2 inch discharge, 1 HP, 115V, with 50' cable.

CLIN #8-54-15: Pump - Trash - 3 inch

Portable gasoline powered 3 inch trash pump with wrap around tubular steel frame, 8 hp engine, self priming, 4 qt. fuel tank. Must be capable of handling solids, such as stones, sticks, mud, sand and gravel up to 1½" diameter (up to 25% by volume). Pump must be constructed to allow easy clean out without removing hoses.

ATTACHMENT 4

PERSONNEL QUALIFICATIONS

PERSONNEL DESCRIPTIONS AND QUALIFICATIONS

PROGRAM MANAGER:

The Program Manager shall have the following minimum qualifications and experience:

M.S. degree in Science or Engineering, with a minimum of 6 years experience;

B.S. degree in Science or Engineering, with a minimum of 8 years experience;

The Program Manager's technical experience shall be in the area of chemical clean-up activities, hazardous chemical waste site clean-up and disposal activities, or other disciplines directly related to the requirements of this contract. A minimum of four (4) years of the required expertise shall be in supervising multi-disciplinary professionals.

RESPONSE MANAGERS:

The Response Managers shall have the following minimum qualifications and experience:

Shall have a minimum of four (4) years of experience (a BS degree in Engineering or Science may be substituted for 1 year experience) at a hazardous waste site. At least two (2) years shall be in a supervisory role related to hazardous waste site activities.

Response Managers shall have experience with activities conducted on hazardous waste sites. The experience must consist of direct, on-scene, multi-discipline field experience in chemical clean-up activities, hazardous waste site clean-up and waste disposal activities. At a minimum, Response Managers must have experience in the following:

1. Direct supervision of multi-disciplinary clean-up personnel;
2. Development of workplans and detailed cost estimates, including a breakdown of all personnel required, all equipment, and all transportation and disposal costs;
3. Familiarity with fulfilling all OSHA requirements and preparation of site safety plans;
4. Knowledge of subcontracting protocol required for all labor, equipment, materials and tasks which may be required for this RFP. Subcontracting includes receiving and preparing bid packages;
5. Coordinate the transportation and disposal of hazardous waste, including scheduling, packaging, labelling, manifesting and loading of trucks;
6. Knowledge of QA/QC, OSHA, DOT transportation requirements and RCRA/CERCLA hazardous waste disposal regulations.

FOREMAN:

Shall have a minimum of three (3) years of direct on-scene field experience in chemical clean-up activities and hazardous waste site clean-up and disposal activities. Will direct and oversee response activities of on-site clean-up crews at the direction of the Response Manager. Shall have a minimum of one (1) year experience in directing both general labor and hazardous substance personnel. Shall have a basic knowledge of heavy equipment operation and field construction disciplines relative to this contract. Must be trained for work using all levels of personal protective equipment.

FIELD CLERK:

Performs general clerical duties such as typing, filing, faxing, duplicating, and answering telephones. Prepares and reconciles contractor daily cost reports (EPA Form 1900-55) using the EPA Removal Cost Management System

(RCMS). Procures materials and subcontracted services, assuring that all applicable contractual requirements are met and fully documented. **MUST BE BI-LINGUAL (CAPABLE OF SPEAKING AND WRITING) IN ENGLISH AND SPANISH.**

INDUSTRIAL HYGIENIST/SAFETY ENGINEER:

Possesses a degree in industrial hygiene, environmental health science, or biology. Has a minimum of (2) years experience as an Industrial Hygienist/Safety Engineer at hazardous waste sites where he/she implemented the site-specific health plan. Shall develop and oversee site health and safety plans as per Agency and OSHA requirements and guidelines, requiring application of engineering principles and technology to control conditions contributing to occupational hazards. Must be trained for work in all levels of personal protective equipment levels.

CLEANUP TECHNICIAN:

Performs labor related to sampling and cleanup of hazardous waste. Applies technical skill in handling hazardous substance. Is trained for work using all levels of personal protective equipment.

CHEMIST/ORGANIC:

Shall possess a B.S. degree in Chemistry. Shall have a minimum of (1) one year experience at hazardous waste sites as a chemist or chemical technician. Develops sampling plans to determine the extent of the clean-up required. Conducts or oversees sampling and analyses of soil, water, air and other solids and liquids to determine the concentration of hazardous substances present on a site. Follows chain of custody procedures including documentation. Analyzes sampling results. Performs or oversees Hazcatting and characterization of unknowns for bulking of wastestreams. Prepares or assists with the preparation of Material Profile Data Sheets for waste-streams to be sent to disposal facilities. Has up to date knowledge and status on disposal facilities used under this contract.

TRANSPORTATION AND DISPOSAL SPECIALIST:

Shall possess a B.S. degree in Chemistry with a heavy concentration in organic chemistry. Must have prior experience with arrangement of transportation and disposal which includes; 1) development of work plan and cost estimates regarding sampling, characterization, bulking and sample analyses; 2) completion of material profile sheets; 3) filling out labels, manifests and specifying placards in accordance with DOT regulations; 4) knowledge of RCRA and Land Disposal Restrictions; 5) knowledge and status of disposal facilities.

HEAVY EQUIPMENT OPERATOR:

Shall have a minimum of six (6) months experience in operating heavy equipment. Shall be trained for work in all levels of personal protective equipment. Must have attended a general safety course given in-house.

CHEMICAL TECHNICIAN:

Must have a minimum of one (1) year experience as a cleanup technician at hazardous waste sites. At a minimum, must have attended a chemistry course. Must be knowledgeable in QA/QC. Assists organic chemist in the sampling and analysis of soil, air, water and other solids and liquids, preparation of samples for shipment and the characterization of unknowns for bulking. Uses the HazCat kit for screening analyses.

CHEMICAL ENGINEER:

Shall possess a B.S. degree in Chemical Engineering. Shall have a minimum of one (1) year "hands-on" experience in the chemical industry. Applies chemical engineering principles to solve hazardous waste response problems. Develops sampling plans. Develops response/cleanup alternatives, and evaluates them in terms of cost effectiveness, feasibility and public acceptability. Designs and plans unit operations such as on-site treatment systems. Analyzes operating procedures and equipment and machinery functions to reduce time and cost. Prepares technical requirements for requests for proposals.

TRUCK DRIVER:

Operates several kinds of trucks used for transportation of equipment, materials and supplies. Must be skilled to operate trucks in small spaces. Must also be able to load and "drive-off" backhoes, etc. from the truck trailer. Must have attended General Safety course.

MANDATED TRAINING:

All personnel with the exception of Truck Driver, shall have successfully completed the training requirement for hazardous waste site work in accordance with OSHA 29 CFR 1910.120.

ATTACHMENT 5

QUALITY ASSURANCE/QUALITY CONTROL GUIDANCE FOR REMOVAL ACTIVITIES, INTERIM FINAL,
OSWER DIRECTIVE 9360.4-01 (APRIL 1990)

ATTACHMENT 6

EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLAN FOR ENVIRONMENTAL DATA OPERATIONS

ATTACHMENT 7

THE OFF-SITE DISPOSAL RULE

ATTACHMENT 8

INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE SPECIFIC COSTS

SECTION I

INTRODUCTION

OVERVIEW

CERCLA, as amended by SARA, authorizes EPA to recover all response costs associated with cleaning up hazardous waste sites. A large portion of EPA's response costs consists of payments to response action contractors. In order for these costs to be adequately supported in cost recovery litigation against the potentially responsible party, a defensible, logical and supportable accounting methodology must be in place that can assign costs to specific sites.

The site-specific portion of the contract costs are accounted for by EPA on a site-specific basis. However, contractors' non-site-specific costs are accounted for in a general account and must be allocated to the sites in order to be recovered. This guidance provides a logical and equitable methodology for the distribution of these non-site-specific costs to specific sites. This effort is called Annual Allocation. Completion of Annual Allocation reports by the response action contractors will result in the inclusion of all appropriate costs in the cost recovery effort.

This document has been prepared by the Program and Cost Accounting Branch (PCAB) of the Financial Management Division. It provides instructions to contractors on how to perform the annual allocation. EPA recognizes that each contract may feature unique situations which may not necessarily be addressed in these instructions. In such cases, the contractor should contact PCAB (Tina Van Pelt, 202-564-4984) for guidance.

DEFINITIONS OF TERMS

Capital Equipment - equipment with a unit cost of \$5,000.00 or more and with a useful life greater than 1 year.

Direct Site Costs - costs which are attributable to a specific site.

End of Contract costs - costs incurred to shut down a contract - usually occur at the end of the contract. End of contract costs may include such items as equipment removal costs and maintenance.

Program management - contract specific costs and fees incurred for the management of the specific EPA contract as a whole.

Non-site activities - costs incurred for activities not charged to specific sites. Examples include training of state personnel, calibrating EPA-owned equipment, and participating in general meetings and/or conferences. Non-site activities are broken down into two broad categories: program-wide and site-support. (See definitions below.)

Pre-SSID costs - costs incurred in connection with particular locations at which a Site/Spill Identifier (SSID) has not been assigned. Also known as Sites without SSIDs or 'ZZ' costs.

Program-wide non-site activities - costs incurred for activities which support the overall Superfund program. The costs are global in nature and purpose and are **not** eligible for distribution to sites. Examples of program-wide activities include training given by the contractor for EPA employees, training to first responders, training of state personnel, and attendance at conferences held to discuss general Superfund issues.

Site-support non-site activities - costs incurred for those activities other than program management and fees which relate to, support, and/or benefit the sites worked on by the contractor in the aggregate, but which cannot be accounted for readily on a site-specific basis. Examples include training for contractor employees working on sites, equipment maintenance, calibrating EPA-owned equipment, tracking and inventory, and a conference or meeting held to discuss issues related to sites the contractor worked on.

SSID - Site/Spill Site Identifier - specific two character alpha-numeric designation for each site within a region. The SSID number is the last two digits in the EPA accounting system's 10 digit account number used to track all costs incurred on the site.

Start-up Costs - cost of efforts and activities incurred early in the contract term whose benefits extend for the entire contract period. Examples may include recruitment and relocation of staff, preparation of the contract work plan, establishment of a quality assurance program and certain equipment purchases.

"00" costs - synonymous with "non-site-specific" costs. These are costs which are attributable to more than one site or the program. Examples include program management and fees, equipment, start-up costs, end-of-contract costs and all non-site activities. The "00" represents the last two digits in the EPA 10 digit

account number.

GENERAL REQUIREMENTS

The Annual Allocation process results in the contractor allocating all program management costs; fixed, base and award fees; and some non-site activity costs to sites and activities the contractor worked on during the fiscal year. The contractor submits an allocation report, along with supporting attachments, to the Program and Cost Accounting Branch (PCAB) of the Financial Management Division (FMD). The amount included in the annual allocation report is the sum of the invoices paid for work performed during the Federal fiscal year, i.e., October 1 - September 30.

The Contractor shall provide EPA within 120 days after the end of the fiscal year the total amount of all invoices paid for the annual allocation period, separating Superfund and non-Superfund costs which will be reconciled by EPA and a letter confirming the total amount paid will be sent to the contractor. The contractor should provide two copies of the draft report within 60 days after the letter confirming the invoice amounts are provided to the contractor. The contractor may elect to combine all costs for FY 1986-FY 1991 on one allocation report. Otherwise, each fiscal year's costs should be allocated separately.

When the contract performance period ends at other than the end of the FY, the contractor shall provide the invoice listing 120 days after submission of the last invoice following contract expiration.

Draft and Final Reports

The contractor should first submit the draft reports to PCAB. PCAB has created a lotus spreadsheet for use by the contractor for the preparation of this report. PCAB will review the drafts, notify the contractor in writing of any necessary corrections and request submission of a final report. Two copies of the final report are due to PCAB 30 days after receipt of written notice from EPA. The contractor shall provide, as part of the final report, a signed statement certifying that the final report data accurately reflects the costs distributed to each site and is supported by the contractor's accounting records. Additionally, the contractor shall submit a Summary of Allocation report on a 5 ¼ inch or a 3 ½ inch DOS computer disk in a Lotus 1-2-3 or ASCII format.

The annual allocation report submission includes the following:

Required Reports:

- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts) broken out between Superfund and non-Superfund appropriations
- Summary of Allocation
- Master Allocation Schedule (Attachment A)
- Statement of Allocation Methodology
- Certification of Contractor's report - (final report only)

Required, if applicable:

- Schedule of Start-up Costs (Attachment B)
- Schedule of Capital Equipment Depreciation (Attachment C)
- Schedule of Non-Site Activities (Attachment D)

Allocation Methodology

Annual Allocation is a multi-step process that distributes the costs of program management, regional management, base and award fees and other non-site specific expenses to sites and program-wide activities on a pro-rata basis. The distribution of costs is based upon benefits received or support provided by the activities.

The preferred allocation method is the distribution of non-site costs based on a percentage of total costs. However, the contractor may request an alternative method, subject to approval by the Financial Management Division.

In preparing each year's annual allocation report, the contractor should determine whether any amounts invoices and paid by EPA during the year relate to prior fiscal years, e.g., indirect cost adjustments. If the amount of such payments are material, the contractor should prepare a separate allocation schedule for those amounts.

SECTION II

ANNUAL ALLOCATION OF NON-SITE COSTS

ANNUAL ALLOCATION PROCESS

This section describes EPA's preferred annual allocation method. The examples included are designed to incorporate most situations. Certain contracts may not have all types of costs, or activities listed. If so, enter "N/A" on the schedule and proceed to the next step.

The allocation package submitted by the contractor should provide the information shown on the Summary of Allocation Schedule along with the information in Attachments A, B, C, and D. Attachment A is the master schedule and summarizes information from the other attachments. In a sense, Attachment A is similar to Internal Revenue Service Form 1040, and the other attachments equate to Schedules A, B, etc.

The information provided on the Summary of Allocation should be triple spaced to allow for the addition of account codes by EPA. Sufficient supporting documentation enabling EPA to verify the accuracy of the allocation must be submitted as required by the contract clause. Attachments A, B, C, and D of the instruction package provide examples of adequate supporting documentation.

The instructions provided below follow a format which flows from Attachment A to each of the supporting attachments B, C, and D.

Step 1 - Reconciliation of Amount Paid

The first step in the annual allocation process is the determination of the amount paid for work performed during the government fiscal year. The contractor will provide the amounts paid for work performed during the fiscal year to EPA who will reconcile it to our system and send a letter confirming the total amount paid. The amount paid represents Superfund monies only. Non-Superfund monies are not considered in this allocation unless they are greater than 5% of the total amount paid. The contractor should provide paid amounts from their records separating Superfund from non-Superfund. For this step, assume the contractor provides a paid amount of \$270,000. An example of the reconciliation is shown below:

Contractor provided invoice listing:

<u>Inv.#</u>	<u>Pd. of Performance</u>	<u>Total Paid</u>	<u>Non- Superfund Paid</u>	<u>Superfund Paid</u>	<u>Date</u>	<u>Paid</u>
		<u>Amount</u>	<u>Amount</u>	<u>Amount</u>		
1	10/1/88-10/30/88	\$5,000		\$0	\$5,000	12/15/89
2	11/1/88-11/31/88	11,000		1,000	10,000	1/15/89
3	12/1/88-12/31/88	18,000		0	18,000	2/15/89
4	1/1/89-1/31/89	21,000		1,000	20,000	3/15/89
5	2/1/89-2/28/89	26,000		2,000	24,000	4/15/89
6	3/1/89-3/31/89	22,000		0	22,000	5/15/89
7	4/1/88-4/30/88	15,000		1,000	14,000	6/15/89
8	5/1/88-5/31/88	24,000		3,000	21,000	7/15/89
9	6/1/89-6/30/89	22,000		2,000	20,000	8/15/89
10	7/1/89-7/31/89	22,000		0	22,000	9/15/89
11	8/1/89-8/31/89	35,000		1,000	34,000	10/15/89
12	9/1/89-9/30/89	31,000		1,000	30,000	10/15/89
15	10/1/88-9/30/89	<u>31,000</u>		<u>1,000</u>	<u>30,000</u>	11/15/89
		\$283,000	\$13,000	\$270,000		

There are three important pieces of information in the above example. The first important piece of information is the period of performance and date paid. It is the government fiscal year - October 1 through September 30. Note that the invoices provided represent work performed during the government fiscal year. When the phrase "*amount paid for work performed*" is used, the government fiscal year is the period of work performed. Invoices paid after the end of the fiscal year that pertain to the fiscal year such as indirect cost rate adjustments and previously suspended costs should be included in the listing for that year as shown by invoice #15.

The second important piece of information is the paid amount. The contractor amounts show \$283,000 paid by EPA. The contractor may have billed more but EPA only needs to know the amounts actually paid because the annual allocation process uses the Superfund amount **paid** for work performed, not the amount

billed. Third, note the breakout of Superfund from non-Superfund dollars since PCAB is recovering only Superfund monies through the Annual Allocation process of \$270,000 which is what is shown on the Attachment A as the total Superfund amount paid. The \$283,000 represents superfund and other appropriations that may receive a portion of the program management. Unless the non-Superfund portion exceeds 5% of the total annual expenditures, the contractor may exclude the non-Superfund portion from the annual allocation report. In our example, \$13,000 of non-superfund charges is less than 5% of the \$283,000 total amount paid so is therefore excluded from the Attachment A.

Once the contractor submits this invoice listing, EPA will reconcile it against our accounting system and will contact the contractor if there are any discrepancies, otherwise we will provide a letter stating the agreed upon Superfund amount paid. The contractor then has 60 days to complete the annual allocation report.

Step 2 - Identification of Site-Specific Costs

The next step in the annual allocation process is the identification of the site-specific costs paid for work performed during the fiscal year. The site-specific costs include those sites with EPA SSIDs and those without EPA SSIDs. This information will be entered on *Attachment A, Master Allocation Schedule*.

Sites with EPA SSIDs

For sites assigned an EPA SSID, enter the following information by region and by site number on Attachment A, Line 1, Description:

EPA SSID - the unique site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit site/spill number assigned by EPA.

Site Name - the first twelve letters of the site name as it appears on EPA's SSID list.

State - the two-letter State abbreviation.

Amount Paid - under Column A, the sum of the amounts directly reported for each site on each invoice or site-specific attachment submitted and paid for the annual allocation period. This includes any pre-SSID costs redistributed to the site during the year.

Sites without EPA SSIDs

For sites not assigned an EPA SSID, enter the following information by region and by Site on Attachment A, Line 2, Description:

Sites without SSIDs - the pre site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit pre-SSID number (ZZ) assigned by EPA.

Amount Paid - under Column A, the sum of the amounts reported for each pre-SSID site on each invoice or site-specific attachment submitted and paid for the annual allocation period. Pre-SSID costs are summarized by region.

The Attachment A example illustrates the procedures for entry of cost information for Sites with EPA SSIDs and Sites without EPA SSIDs. For example, Region 1 Sites with EPA SSIDs, show \$15,000 identified as costs for the Picillo site (0101) and \$25,000 for the Fletchers Paint Mill site (01A2). For Region 1 Sites without EPA SSIDs, there is an \$8,000 amount reported under the SSID "01ZZ." The costs for sites reported under the "ZZ" identifier shall not include any pre-SSID costs which were previously redistributed to the sites during the year.

Subtotal Superfund Site Costs

In Column A, subtotal the amounts from Column A, Line 1 for Sites with EPA SSIDs and subtotal the

amounts from Column A, Line 2 for Sites without EPA SSIDs.

Step 3 - Reassignment of Pre-SSID Costs

Note: if the contractor does not have this category of costs, note this on Attachment A and proceed to the next step.

The purpose of this step is to reassign any pre-SSID costs paid for work performed during the fiscal year that are not reflected in the Sites with EPA SSIDs costs identified in the previous step. For these costs, the redistribution will be identified on Attachment A, Column B.

During the year, the contractor may have performed effort at sites which had not been assigned an EPA SSID. The costs for this effort were charged to the pre-SSID account during the year. In many instances, a unique SSID is subsequently assigned to these sites, and the cost of work initially performed and billed is properly reassignable to a specific site.

In the Attachment A example, \$2,000 is being reassigned from the Region 1 pre-SSID amounts to two Region 1 sites. Based upon contractor records, \$1,000 was incurred and paid at each of these two sites before an EPA SSID was established. These amounts are not reflected in the Sites with EPA SSIDs totals from the previous step. In order to reflect the total site specific amount for these two sites, the \$1,000 per site needs to be reassigned from the pre-SSID amounts to the site amounts.

On Attachment A, Line 2, Column B, a credit of \$2,000 is entered for that line item. The reassigned amounts of \$1,000 for each site are then entered on the appropriate lines in Line 1, Column B. After all reassignments are made, sum the totals of Column A and Column B for each site and pre-SSID item and enter the sum on Attachment A, Column C for the respective site and pre-SSID amount.

Step 4 - Identification of Non-Site Costs

The purpose of this step is to identify the non-site costs and the types of activities they represent. The non-site costs can be classified into one of five major categories:

- 1) Program Management - contract activities associated with the management and administration of the contract as a whole. For region specific contracts, there will be one category of Program Management. For Zone or National contracts, Program Management may be broken down into two subcategories - Regional Program Management and National Program Management. Program Management costs will be entered onto Attachment A in Step 5.
- 2) Start-up Costs - activities incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans. Start-up costs will be entered onto Attachment A in Step 6.
- 3) Capital Equipment - equipment with a unit cost of \$5,000.00 and greater and a useful life of greater than one year. Capital equipment costs will be entered onto Attachment A in Step 7.
- 4) Non-Site Activities - activities under the contract, other than program management, start-up, or end-of contract, which are not site-specific. These activities can be broken down into two sub categories:
 - ! Site-Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor; or
 - ! Program-Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will **not** be allocated to sites in the annual allocation process.

For further information on non-site activities, refer to the next page. Non-site activities will be entered on Attachment A in Step 8.

- 5) Non-Superfund Costs - costs for contract tasks funded from EPA appropriations other than Superfund; e.g., Abatement, Control, and Compliance, Research and Development, or Lust monies. Non-Superfund costs are not included in this allocation.

The contractor should evaluate the types of non-site costs that were billed and paid for work performed during the fiscal year and place them in one of the five categories identified above. In the next five steps, these amounts will be identified on supporting schedules and entered on Attachment A as applicable. Once the costs have been entered onto Attachment A, the appropriate non-site costs will be allocated to sites and activities.

Description of Non-Site Activities

There is no comprehensive list of site-support non-site activities and program-wide non-site activities.

The determination of a site-support activity or a program-wide activity is based upon the purpose of the activity itself. A general definition with some examples will provide sufficient guidance for the contractor to identify which of the non-site activities represent site-support activities and program-wide activities.

Site-Support Activities - Activities undertaken for the purpose of specifically assisting in, or supporting the contractor's site response actions, are considered site-support activities. Listed below are some activities which are generally considered to be site-support activities:

- Project planning costs for a multi-site work assignment
- OSHA safety training for site employees
- Site equipment training
- Development of CERCLA site standard operating procedures (SOPs)
- Development of CERCLA site quality assurance plans
- Review CERCLA site sampling procedures

Program-Wide Activities - Activities which are general in nature and are performed for reasons other than supporting site response actions are considered program-wide activities. If the activity benefits the Superfund, or EPA as a whole, it should be considered a program-wide activity. A few examples of program-wide activities are provided below:

- Review of EPA sampling procedures
- Preparation of SOPs for CERCLA and Clean Water sites
- Preparation of the Annual Allocation Report
- Attendance at a General Superfund Environmental Conference
- CERCLA Title III evaluations
- End of contract activities

The examples given above are certainly not an exhaustive list. However, to summarize the general guidelines and concepts of the examples listed above: if the activity supports or benefits the site response actions worked on under the contract, the activity should be considered a site-support activity; if the activity benefits the Superfund or EPA as a whole, the activity should be considered a program-wide activity.

Step 5 - Program Management Costs

The purpose of this step is to enter program management costs onto Attachment A, Master Allocation Schedule. In step 4, the amount of program management costs was identified. Depending on the area of coverage of the contract, there may only be one category of program management. For Zone or National contracts, there may be two categories -- regional and national program management. Enter the amount of national program management, or contract program management, identified in Step 4 on Attachment A, Line 3, Columns A and C. If the contractor has regional program management, enter the amount of regional program management, by region, on Attachment A, Line 4, Columns A and C.

In the Attachment A example, \$25,000 has been identified as national program management as indicated in Line 3, Columns A and C. Attachment A also shows regional program management of \$10,000 and \$7,000 for Regions 1 and 2, respectively, in Line 4, Columns A and C.

Step 6 - Start-Up Costs

Note: If there are no start-up costs associated with this contract, note this on Attachment A and proceed to the next step.

Start-up costs consist of the cost of efforts and activities incurred and paid for whose purposes and benefits extend for the entire contract period. Examples may include the recruitment and relocation of staff, preparation of the contract work plan, establishment of a contract quality assurance program, and calibration of equipment. Start-up costs typically will have been charged to the contract as program management.

Any start-up costs incurred during this annual allocation period were identified in Step 4. In Step 6, the total start-up costs applicable to this period will be identified and incorporated into the annual allocation process.

Attachment B, Schedule of Start-Up Costs, is the schedule used to determine start-up costs applicable for this annual allocation period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- A) **Schedule Heading** - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- B) **Fiscal Year Incurred** - enter the Federal fiscal year for this annual allocation period.
- C) **Start-Up Costs** - enter the amount of start-up costs incurred and paid by each annual allocation period (fiscal year) of the contract. Also enter the amount of start-up costs incurred and paid this annual allocation period on Attachment A, Line 5, Column A.
- D) **Number of Years Allocated** - enter the number of years over which the start up costs will be allocated (amortized). Generally, this represents the number of years remaining on the contract. The amortization should be based upon a straight-line or percentage of level-of-effort basis. In this example, a straight-line amortization of five years (the life of the contract) is used for illustrating the amortization. Another Start-up amortization methodology that PCAB recommends is the ratio of current year level of effort expended over total LOE allowed (including option years) on the contract. This method would ensure 100% recovery in case LOE was used faster than expected.
- E) **Amount Amortized Each Year** - the amount of start-up costs amortized in this annual allocation period, by fiscal year. This fiscal year amount (straight-line method) is determined by dividing the amount identified in the Start-Up Costs column by the amount in the Number of Years Allocated column.
- F) **Total Amount to be Allocated This Annual Allocation Report** - the total of all costs in the column, Amount Amortized Each Year. Enter this amount on Attachment A, Line 5, Column

C.

In the Attachment B example, the contract began in FY 1987. During FY 1987 the contractor incurred and was paid for \$25,000 of start-up costs. These start-up costs will be amortized over the five-year life of the contract on a straight-line basis. To complete this schedule, the FY 1987 start-up costs of \$25,000 are entered on the first line of the schedule in accordance with Steps B-E above. For FY 1988, no start-up costs were incurred or paid. A zero is entered in the start-up costs column. In the current year, FY 1989, there were no start-up costs incurred or paid. A zero is entered in the start-up costs column. For this annual allocation period, \$5,000 of start-up costs is being amortized and included in the annual allocation. The \$5,000 represents the amortized portion of the start-up costs incurred and paid in FY 1987. This amortized portion is entered on Attachment A, Line 5, Column C.

Step 7 - Equipment

Note: If there are no equipment costs, please note this in Attachment A and proceed to the next step.

Cost-reimbursed equipment represents capital equipment with a unit price of \$5,000.00 or greater and a greater than 1 year useful life. The cost of this capital equipment should not be allocated to sites during a one-year period, but rather, depreciated over its useful life. The preferred depreciation basis is an actual usage basis or straight-line method. If the contractor has another accepted accounting method of equipment depreciation, that procedure may be substituted for the straight-line or actual usage basis.

This schedule applies only to non-site-specific capital equipment. Expendable equipment or capital equipment purchased and consumed at a site (and paid as a site-specific cost by EPA to the contractor) should not be included on this schedule.

Any new capital equipment costs incurred during this annual allocation period were identified in Step 4. In this step, the capital equipment costs purchased during this annual allocation period will be entered on Schedule C, Schedule of Capital Equipment Depreciation, and the total capital equipment depreciation applicable to this period will be identified. The total capital equipment depreciation applicable to this period includes the depreciable amount of capital equipment purchased this annual allocation period plus the applicable depreciation of capital equipment purchased in previous annual allocation periods.

Attachment C, Schedule of Capital Equipment Depreciation, is the schedule used to determine capital equipment costs applicable for this period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- A) **Schedule Heading** - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- B) **Date Charged to Contract** - enter the month and year the equipment was charged to the contract for all equipment items depreciated this annual allocation period.
- C) **Capital Equipment** - enter the name of each capital equipment item.
- D) **Purchase Price** - enter the amount charged to the contract for each capital equipment item. For equipment items purchased this annual allocation period, compute and enter the total amount billed and paid and enter that amount on Attachment A, Line 6, Column A.
- E) **Useful Life** - enter the useful life of the equipment. If the straight-line depreciation method is used, enter the useful life in number of years. If an actual usage basis is used, enter the actual usage unit; i.e., number of hours, number of days, etc. The useful life may extend beyond the term of the contract.

- F) **Beginning Balance** - enter the amount of undepreciated equipment costs. For equipment purchased in previous fiscal years, this amount will be the Ending Balance (See H) in the previous year's annual allocation report. For equipment purchased this fiscal year, the amount will be the purchase price.
- G) **Depreciation Amount** - the depreciation amount to be allocated this annual allocation period. This amount represents the purchase price (D) divided by the useful life (E). For this report, assume no residual or salvage value.
- H) **Ending Balance** - enter the amount of undepreciated equipment cost. This amount represents Beginning Balance (F) less Depreciation Amount (G). This amount is carried over to the next annual allocation report.
- I) **Total Amount to be Allocated in this Annual Allocation Report** - sum the amounts entered into the Depreciation Amount Column (G). Enter that sum on Attachment A, Line 6, Column C.

In the Attachment C example, the straight-line depreciation method was used for all equipment items. In the example, there are three capital equipment items, each purchased in a separate fiscal year and initially reported in a separate annual allocation period.

Entries for Items A - D are self-explanatory. In this example, Step D results in the entry of equipment purchased during this annual allocation period on Attachment A, Line 6, Column A.

The entry for Useful Life (E), may be somewhat difficult to determine. The contractor's own experience should be used in setting the useful life. However, the contractor may rely on manufacturer estimates or specifications. If the manufacturer does not publish useful life figures, or a standard industry useful life has not been established, use the standard IRS depreciation tables for useful life.

The entries for the Beginning Balance (F) represent the remaining balance of depreciation at the beginning of the annual allocation period. The Gas Chromatograph has a purchase price of \$80,000 and a beginning balance of \$48,000. The gas chromatograph was purchased in FY 1987. The current annual allocation period is for FY 1989. There have been two annual allocation reports prior to this year. The difference between the purchase price and the beginning balance of \$32,000 represents the depreciation included in the two prior years' annual allocation reports. The same holds true for the mobile lab. The mobile lab was purchased in the prior annual allocation period. Therefore, the beginning balance represents the purchase price less one year's depreciation amount. The third item shown, Tractor, was purchased in this annual allocation period. The purchase price and the beginning balance are the same.

The Depreciation Amount (G) represents the Purchase Price (D) divided by the Useful Life (E). In this example, number of years were used. Also in this example, there is no proration of the depreciation amount for purchases made during the fiscal year. As an example, the Tractor was

purchased in November 1988. It was used for eleven months of this annual allocation period. The depreciation for this annual allocation period is one-third of the total purchase price, or one of the three years' useful life, not 11/36 of the purchase price. If the contractor chooses to depreciate the equipment based upon the number of months available during the fiscal year, that is an acceptable practice. However, this example uses the full year basis.

The Ending Balance (H) represents the Beginning Balance (F) less Depreciation Amount (G). For the FY 1990 annual allocation report, this amount would be entered into the Beginning Balance column (F) for all equipment items depreciated during the FY 1990 annual allocation period.

Attachment C provides the total amount to be allocated for this annual allocation period in Step I. The amount is the sum of the amounts entered into the Depreciation Amount (G) column. Total the amounts entered in this column and enter the amount on Attachment A, Line 6, Column C.

This example shows the straight-line depreciation method for equipment depreciation. If the contractor has another acceptable accounting procedure for depreciation, that procedure can be used. The resulting schedule may appear in a different format than presented in the example. However, the basic information should still be presented.

Step 8 - Non-Site Activities

Note: If there are no non-site activities, please note this in Attachment A and proceed to the next step.

Non-site activities represent efforts and activities which either support contractor site response actions or support the Superfund program as a whole. The non-site activities can be efforts generated by separate contractual instruments (Work Assignments, Technical Directive Documents, Delivery Orders, etc.) or general components of the general non-site portion of the contract.

Attachment D, Schedule of Non-Site Activities, is the schedule used to identify and list the activities by site-support activities or program-wide activities. In Step 4, these activities were identified. Activities should be grouped and listed by allocability type and area of applicability.

- A) **Schedule Heading** - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- B) **Determination of Allocability** - enter the allocability determination for each identified activity as either site-support or program-wide.
- C) **Area of Applicability** - enter the sites, or grouping of sites, over which the costs will be allocated; i.e., Region 1 sites, all sites, or not allocable. For region specific contracts, all sites would be entered for site-support costs.
- D) **Description of Activity** - enter the description of the non-site activity. The description should provide for a complete description of the activity.
- E) **Amount of Activity** - enter the amount of the non-site activity.
- F) **Amount to be Allocated This Annual Allocation Report** - Sum the non-site activities by Area of Applicability (C) and by Determination of Allocability (B). For site-support activities, enter the amount on Attachment A, Line 7, Column A and Column C. For program-wide activities, enter the amount on Attachment A, Line 8, Column A and Column C.

In the Attachment D example, there are examples of the two types of non-site activities. First, there is \$55,000 of site-support costs. These site-support costs are further broken down into regional activities, \$25,000 of Region 1 site-support activity and \$30,000 of Region 2 site-support activity. These amounts are entered onto Attachment A, Line 7, Columns A and C, for each respective region. Second, there is a total of \$22,000 of program-wide activities and these costs are identified as not allocable. This amount is entered onto Attachment A, Line 8, Columns A and C.

Step 9 - Non-Superfund Costs

Certain Superfund response action contractors may perform efforts other than Superfund activities. These efforts are paid from other than the Superfund appropriation. The annual allocation process deals with Superfund monies only as shown in the invoice listing. Unless the non-Superfund monies are greater than 5% of the total contract, do not include non-Superfund monies in this annual allocation report.

Step 10 - Summary of Amounts

Sum all of Attachment A, Column A and enter that total on Attachment A, Line 9, Column A. This amount should equal the amount identified in Step 1. If it does not, please re-check your figures. In the Attachment A example, this amount equals \$270,000.

Sum Attachment A, Column C and enter that total on Attachment A, Line 9, Column C. This is the universe of costs used in this annual allocation period, including site specific amounts, Pre-SSID amounts, and amounts eligible for allocation. In the Attachment A example, this amount equals \$268,000

With these final entries, the annual allocation process can begin. The next four steps provide an illustration of the annual allocation process for each of the allocable costs: program management, start-up costs, equipment, and site-support activities.

Step 11 - Allocation of Program Management Costs

Program management costs are allocated to all sites with and without EPA SSIDs, non-site activities, and other non-Superfund efforts. The allocation should be based upon a method which equitably reflects the benefits provided by the program management.

In this example, a modified cost base is used for the allocation of program management costs. Also, two types of Program Management costs are included in this example - National Program Management and Regional Program Management. All contracts may not have both types of program management, but this instruction document is designed for all types of contracts and may have examples or illustrations which do not apply.

Program management is allocated to the sites and activities based upon the percentage of the particular site or activity's costs to the total cost of all sites and activities. Please note that equipment is not included in the allocation base. Generally, equipment does not receive the same level of support that sites and other activities receive. Because the support provided would not reflect the causal/beneficial relationship, equipment is excluded.

An example is provided below on the allocation to an EPA SSID site. The allocation to other sites and activities is performed in the same manner.

Program Management Allocation

Formula:

$$\frac{\text{Program Management Amount}}{\text{Amount}} \times \frac{\text{Site or Activity Amount}}{\text{Allocation Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$25,000 \times \frac{\$16,000}{\$205,000} = \$1,951$$

In the example shown above, the Program Management amount of \$25,000 is identified on Attachment A, Line 3, Column C. This is the amount to be allocated.

The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$16,000 - the amount shown in Attachment A, Line 1, Column C. This amount includes the \$15,000

of site costs plus the \$1,000 of pre-SSID costs reassigned to the site in Step 3.

The allocation cost base of \$205,000 (the total shown in Column C of \$268,000 less the \$25,000 of Program Management Costs and the \$38,000 of Equipment Costs) represents the sites and activities which receive a portion of allocated program management. The allocable share of \$1,951 is entered on Attachment A, Line 1, Column D for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column D on the corresponding line. Enter a credit to the Program Management amount in the amount of \$25,000 on Attachment A, Line 3, Column D.

Allocation of Regional Program Management Costs

The allocation of regional program management costs is similar to the allocation of program management costs shown above, except it is on a regional level. The regional program management costs are allocated to all sites and activities in that region.

Regional Program Management Allocation

Formula:

$$\frac{\text{Regional Program Management Amount}}{\text{Total Regional Cost Base}} \times \frac{\text{Site or Activity Amount}}{\text{Total Regional Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$11,220 \times \frac{\$17,951}{\$81,903} = \$2,459$$

In the example shown above, the Region 1 Program Management amount of \$11,220 represents the sum of the Regional Program Management identified on Attachment A, Line 4, Column C of \$10,000 plus the \$1,220 allocable share of Program Management costs identified in Column D.

The site or activity amount, in this case the SSID amount for the Picillo Site (0101), equals \$17,951. The SSID amount includes the \$16,000 shown on Attachment A, Column C plus the allocable share of Program Management costs of \$1,951.

The total regional cost base of \$81,903 represents all sites and activities in Region 1. This amount includes the total amount of site costs both with SSIDs (\$17,951 for Picillo and \$29,171 for Fletchers

Paint Mill) and pre-SSIDs (\$6,732) and the Region 1 site-support costs (\$28,049), including any previous allocations of costs (Program Management Costs). If there were regional start-up costs, these amounts would also be included in the total regional cost base. In this example, start-up costs are considered contract-wide costs. Regional program management costs are allocated to region-specific costs only. From the calculation above, the allocable share for Site 0101 is \$2,459 and is entered on Attachment A, Line 1, Column E for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column E on the corresponding line.

Step 12 - Allocation of Start-up Costs

The allocation of start-up costs proceeds in the same manner as program management costs. The start-up costs are allocated to all sites and activities which receive a benefit from the start-up costs.

In this example, start-up costs are allocated to all sites and activities, excluding equipment. The contractor may be able to identify start-up costs to specific sites, regions, equipment, or activities. If the contractor has kept records in such a manner, the start-up costs should be allocated in accordance with the benefits provided by the start-up costs. The example below provides the basis for allocating the start-up costs to all sites and activities, excluding equipment:

Start-up Cost Allocation

Formula:

$$\frac{\text{Start-up Cost Amount}}{\text{Amount}} \times \frac{\text{Site or Activity Amount}}{\text{Allocation Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$5,610 \times \frac{\$20,410}{\$224,390} = \$ 510$$

In the example shown above, the start-up cost amount of \$5,610 represents the sum of Columns C, D, and E, of Line 5 (\$5,000, \$610, and 0, respectively). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$20,410 - the sum of the amounts shown in Columns C, D, and E, of Line 1 (\$16,000, \$1,951, and \$2,459, respectively). The Total Cost Base is \$224,390 which represents all costs from Column C of \$268,000 (because start-up costs are allocated to all sites and activities, excluding equipment) less the start-up cost amount of \$5,610 and equipment of \$38,000. The allocable share of \$510 for site 0101 is entered on Attachment A, Line 1, Column F for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column F on the corresponding line.

Step 13 - Allocation of Capital Equipment Costs

Capital equipment costs are allocated to those sites and activities which receive a benefit from the equipment. The preferred method of allocating capital equipment costs to sites and activities is on a direct usage basis; i.e., as capital equipment is used on each site or activity, those costs are captured and identified with that specific site or activity. This method would result in the most equitable cost accounting treatment of capital equipment costs. However, other allocation procedures may be used if they provide a sound cost accounting treatment of capital equipment costs. The allocation of capital equipment costs should be based upon a procedure which results in the equitable allocation of costs and is based upon information from the contractor's accounting system. For this example, the straight-line depreciation method is used.

Capital Equipment Cost Allocation

Formula:

$$\frac{\text{Capital Equipment Cost Amount}}{\text{Total Cost Base}} \times \text{Site or Activity Amount} = \text{Allocable Share}$$

Allocation of Costs:

$$\$38,000 \times \frac{\$20,920}{\$230,000} = \$3,456$$

In the example shown above, the capital equipment cost amount of \$38,000 represents the sum of the Capital Equipment line item, Columns C, D, E, and F (\$38,000, \$0, \$0, and \$0, respectively, because capital equipment does not receive any allocations). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$20,920 - the sum of the amounts shown in Columns C, D, E, and F (\$16,000, \$1,951, \$2,459, and \$510, respectively). The Total Cost Base amount equals \$230,000 and represents all costs of \$268,000 (because in this example capital equipment costs are allocated to all sites and activities) less the capital equipment cost amount of \$38,000. The allocable share of \$3,456 for site 0101 is entered on Attachment A, Line 1, Column G for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column G on the corresponding line.

Step 14 - Allocation of Site-Support Costs

Site-support costs represent those activities which support site response actions in the aggregate, but by their nature cannot be accounted for on a site-specific basis. In this example, all site-support costs are region specific costs. Site-support costs may also be contract-wide costs, i.e., allocated to all sites on the contract. The allocation of site-support costs is shown below:

Site-Support Cost Allocation

Formula:

$$\frac{\text{Site Support Cost Amount}}{\text{Total Regional Cost Base}} \times \text{Regional Site Amount} = \text{Allocable Share}$$

Allocation of Costs:

$$\$38,089 \times \frac{\$24,376}{\$73,130} = \$12,696$$

In the example shown above, the Region 1 site-support cost amount of \$38,089 represents the sum of the Site-Support line item, Columns C, D, E, F, and G (\$25,000, \$3,049, \$3,842, \$797, and \$5,401 respectively).

The Regional Site Amount, in this example the SSID amount for the Picillo Site, 0101, equals \$24,376 - the sum of the amounts shown in Columns C, D, E, F, and G (\$16,000, \$1,951, \$2,459, \$510, and \$3,456, respectively).

The Total Regional Cost Amount is \$73,130 and represents all Region 1 site costs - sites with EPA SSIDs (\$24,376 for Picillo and \$39,613 for Fletchers Paint Mill) and Pre-SSID costs (\$9,141), including any allocations incorporated in Columns D, E, F, and G. The allocable share of \$12,696 for site 0101 is entered on Attachment A, Line 1, Column H for this site. Repeat this calculation for all Region 1 sites and activities. The allocable share for other sites is entered on Attachment A, Column H on the corresponding line. Repeat these same calculations for Region 2 until all site-support costs are allocated to sites.

Step 15 - Completion of Master Allocation Schedule

The purpose of this step is to complete Attachment A, Master Allocation Schedule by summarizing the allocation. Attachment A is completed by adding the amounts entered in Columns D, E, F, G, and H for each site and activity and entering the sum in Column I. These amounts represent each site's and activity's total share of allocated costs. The Column I site totals are then forwarded to the Summary Allocation Schedule.

All amounts shown on Attachment A, Master Allocation Schedule, are whole dollars. EPA prefers the amounts shown in this format. Because the amounts are shown in whole dollars and there are numerous calculations, some rounding differences will occur. The rounding difference can be shown as a separate line item, or, as in this example, is simply incorporated into the schedule.

Step 16 - Summary of Allocated Amounts

The purpose of this step is to summarize the amounts allocated to site response effort (Sites with EPA SSIDs and Pre-SSID Costs) on the Summary of Allocation. The allocated amounts represent the entries in Columns D through H on the Master Allocation Schedule.

The Summary of Allocation should be completed as follows:

1) Identify sites by region

- ! SSID - the unique site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit site/spill number which is assigned by EPA.**
- ! Site Name - the first twelve letters of the site name as it appears on EPA's SSID list.**
- ! State - the two-letter State abbreviation.**

2) Within the region, list the Sites with EPA SSIDs - numbers first, then letters

3) After the identification of the Sites with EPA SSIDs, enter the Pre-SSID 'ZZ' line item

4) Enter the summary amount of allocated dollars by site from Column I on the Master Allocation Schedule onto the Summary of Allocation

The contractor shall submit the Summary of Allocation report on a 5 ¼ inch or a 3 ½ inch DOS computer disk in a Lotus 1-2-3 or ASCII format. The Allocation Schedule should be triple spaced. Two hard copies of the report should accompany the diskette submission.

SECTION III

EXAMPLES OF ANNUAL ALLOCATION SCHEDULES

SUMMARY OF ALLOCATION

ATTACHMENT A

ANNUAL SUMMARY OF SUPERFUND AND NON SUPERFUND DIRECT AND ALLOCATED COSTS

CONTRACT NUMBER: _____

Fiscal Year 1989

NAME OF CONTRACTOR: _____

ROW #	CATEGORY OF COSTS PAID			A	B	C	D	E	F	G	H	I
	S/S ID	SITE NAME	STATE	Paid Amount STEPS 2-10	Pre-SSID Adjustments STEPS 2&3	Allocation Amounts STEP 4	Proeogram Management	Regional Program Management	Allocation of Start-Up Costs	Equipment Costs	Site-Support Costs	Total Allocated Amounts
1	SITE SUPERFUND COSTS Sites with EPA S/S Ids											
	01A1	Picillo	RI	15,000	1,000	16,000	1,951	2,459	510	3,456	12,696	21,072
	01A2	Fletchers PA1	IA	25,000	1,000	26,000	3,171	3,996	829	5,617	20,632	34,245
	REGION I SUBTOTAL			40,000	2,000	42,000	5,122	6,455	1,339	9,073	33,328	55,317
	02B3	Caldwell Truc	NJ	33,000		33,000	4,024	2,945	999	6,769	24,692	39,429
	02C4	Sayreville LD	NJ	22,000		22,000	2,683	1,963	666	4,513	16,461	26,286
	REGION II SUBTOTAL			55,000	0	55,000	6,707	4,908	1,665	11,282	41,153	65,715
	SITES WITH SSID SUBTOTAL			95,000	2,000	97,000	11,829	11,363	3,004	20,355	74,481	121,032
2	Sites without EPA S/S IDs (by Region)											
	01ZZ			8,000	(2,000)	6,000	732	922	191	1,296	4,761	7,902
	02ZZ			3,000		3,000	366	268	91	615	2,245	3,585
	SITES WITHOUT SSID SUBTOTAL			11,000	(2,000)	9,000	1,098	1,190	282	1,911	7,006	11,487
	SITE TOTAL			106,000	0	106,000	12,927	12,553	3,286	22,266	81,487	132,519
3	Program Management			25,000		25,000	(25,000)					
4	Regional Program Management											
	Region 1			10,000		10,000	1,220	(11,220)				
	Region 2			7,000		7,000	854	(7,854)				
5	Start-up Costs			0		5,000	610		(5,610)			
6	Equipment			45,000		38,000				(38,000)		
7	Site-Support Costs											
	Region 1			25,000		25,000	3,049	3,842	797	5,401	(38,089)	
	Region 2			30,000		30,000	3,659	2,677	908	6,153	(43,398)	

8	Program-Wide Activities	22,000		22,000	2,683		617	4,180		7,480
9	TOTAL Superfund costs	270,000	0	268,000	2	(2)	(2)	0	0	139,999

SUMMARY OF ALLOCATION**FISCAL YEAR 1989****CLEAN UP INC.****CONTRACT NUMBER 68-01-XXXXX****DESCRIPTION****Allocation to Sites with EPA SSIDs**

SSID	SITE NAME	STATE	AMOUNT ALLOCATED	DCN	ACCOUNT NUMBER TO	ACCOUNT NUMBER FROM
0101	PICOLLO FARM	RI	21,073	(TO BE COMPLETED BY EPA)		
01A2	FLETCHERS PAI	NH	32,245			
02B3	CALDWELL TRUC	NJ	39,430			
02C4	SAYERVILLE LD	NJ	28,286			
SITES WITH SSID SUBTOTAL			121,034			

Allocation to Pre-SSID Sites

01ZZ			7,092			
02ZZ			3,584			
SITES WITH SSID SUBTOTAL			11,486			

TOTAL ALLOCATED TO SITES

ATTACHMENT B

STEP 6

START-UP COSTS TO BE
ALLOCATED

Fiscal Year 1989

CONTRACT NO. _____

NAME OF CONTRACTOR: _____

Start-Up Costs	FY Incurre d	Number of Years Over Which to be Allocated	Amounts to be Allocated	Year of Allocation	Amount Remaining
25000	1987	5	5,000	2nd	15,000
0	1988			N/A	0
0	1989			N/A	0
TOTAL AMOUNT TO BE ALLOCATED THIS ANNUAL REPORT:			5,000		
TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT ANNUAL REPORTS:					15,000

STEP 7**ATTACHMENT C****COST REIMBURSED EQUIPMENT COSTS
TO BE ALLOCATED****CONTRACT NO.** _____**NAME OF CONTRACTOR:**

Date Charged to Contract (month/year)	Capital Equipment	Purchase Price	Useful Life in Years	Beginning Balance	Depreciation Amount	Ending Balance
Jan. '87	Gas Chromatograph	\$80,000	5	\$48,000	\$16,000	\$32,000
Oct. '87	Mobile Laboratory	\$49,000	7	\$42,000	\$7,000	\$35,000
Nov. '88	Tractor	\$45,000	3	\$45,000	\$15,000	\$30,000
TOTAL AMOUNT TO BE ALLOCATED THIS ANNUAL REPORT:					\$38,000	
TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT ANNUAL REPORTS:						\$97,000

STEP 8

Attachment D
Schedule of Non-Site Activities - FY 1989

CONTRACT NUMBER_____

NAME OF CONTRACTOR _____

=====			
=====			
=====			
Determination of Allocability	Area of Allocability	Activity Description	Dollar Amt.
site-support	Region 1 Sites	Worker safety training for regional personnel	25,000

		SUBTOTAL REGION 1 SITES	25,000
site-support	Region 2 Sites	Worker safety training for regional personnel	28,000
site-support	Region 2 Sites	NPL training	2,000

		SUBTOTAL REGION 2 SITES	30,000
			=====
		TOTAL ALLOCABLE ACTIVITIES	55,000
program-wide	Not allocable	Training of first responders	10,000
program-wide	Not allocable	Review State agency safety requirements	12,000
			=====
		TOTAL NON-ALLOCABLE ACTIVITIES	22,000

WATCH THIS SPACE

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ATTACHMENT 9

MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLAN

**MINIMUM STANDARDS FOR EPA CONTRACTORS'
CONFLICT OF INTEREST PLANS**

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed; and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA

Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its' WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the

conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

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ATTACHMENT 10

INSTRUCTIONS FOR PREPARING SMALL AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

PR-R2-98-10063

ATTACHMENT 11

DEPARTMENT OF LABOR WAGE DETERMINATION

PR-R2-98-10063

ATTACHMENT 12

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

UPON COMPLETING THIS QUESTIONNAIRE, PLEASE RETURN IT DIRECTLY TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, CONTRACTS MANAGEMENT SECTION - 27TH FLOOR, 290 BROADWAY, NEW YORK, NY 10007-1866 IN THE ENCLOSED SELF-ADDRESSED ENVELOPE.

1. Contractor /Name and Address (City and State):

2. Contract Number:

3. Contract Amount:

4. Type of Contract: Fixed Price [] Cost Reimbursement [] Time & Material []
Other (Specify):

5. Period of Performance:

6. Description of Work:

7. Location of Work:

8. Names, addresses and telephone numbers of Contracting Officer and Contracting Officer's Technical Representative:

QUALITY OF SERVICES DELIVERED:

9. Evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

Excellent quality [] Average quality [] Experienced significant quality problems []
Remarks:

10. To what extent was the contractor's reports and documentation accurate, complete and submitted in a timely manner?

Excellent quality [] Average quality [] Experienced significant quality problems []
Remarks:

EFFECTIVENESS OF MANAGEMENT:

11. To what extent was the contractor able to solve contract performance problems, including subcontractor performance problems, without extensive guidance from government/owner counterparts?

Exceeded expectations [] Generally successful [] No success []
Remarks:

INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

12. To what extent did the contractor display initiative in meeting requirements and/or controlling cost?

Displayed considerable initiative [] Displayed some initiative []

Displayed little or no initiative []

Remarks:

TIMELINESS OF PERFORMANCE:

13. To what extent did the contractor meet project schedules?

Completed substantially ahead of schedule []

Completed work on schedule with no time delays []

Experienced significant delays without justification []

Remarks:

COST CONTROL:

14. Evaluate the contractor's performance in completing projects within original cost estimates.

Completed project in less than original amount []

Completed project at essentially the original amount []

Exceeded the original amount []

Remarks:

15. To what extent was the contractor able to track costs and provide accurate, complete and timely tracking reports?

Excellent []

Adequate []

Lacking []

Remarks:

16. To what extent was the contractor's billings current, accurate and complete?

Always [] Usually [] Rarely []

Remarks:

BUSINESS PRACTICES:

17. To what extent did the contractor coordinate and cooperate with the government's/owner's contracting officers and technical representatives?

Excellent [] Adequate [] Ineffective []

Remarks:

KEY PERSONNEL:

18. How would you rate the contractor's key personnel (technical expertise, management capabilities)? Please comment on any poor performers.

Excellent [] Adequate [] Ineffective []

Remarks:

19. How would you rate the contractor's key personnel response to technical direction by government/owners?

Excellent [] Adequate [] Ineffective []

Remarks:

CUSTOMER SATISFACTION:

20. To what extent were the end users satisfied with ...

	<u>Quality</u>	<u>Cost</u>	<u>Schedule</u>
Highly satisfied	_____	_____	_____
Satisfied	_____	_____	_____
Dissatisfied	_____	_____	_____
Remarks:			

21. If given the opportunity, would you work with this contractor again?

Yes [] No []

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ATTACHMENT 13

CLIENT AUTHORIZATION LETTER

CLIENT AUTHORIZATION LETTER

Dear "Client":

We are currently responding to the United States Environmental Protection Agency (EPA) RFP No. PR-R2-98-10063 for the procurement of "Emergency and Rapid Response Services (ERRS) for Puerto Rico and the U.S. Virgin Islands." The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The EPA requires offerors to inform references identified in proposals that the EPA may contact them about past performance.

If you are contacted by the EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to (offeror's point of contact).

Sincerely,